

The following is the Table of Contents for the Internet Bid Package documents.

03a1362a.doc

Solicitation Package and all attachments, 73 pages

If this Bid Package is downloaded via the Internet, you will need to submit your signed bid documents in a sealed envelope with the following information on the envelope as provided in the sample below:

YOUR RETURN  
ADDRESS

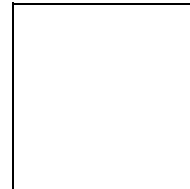
**Agreement No. 03a1362**

**Bid Due Date: July 31, 2007**

**Bid Due Time: 2:15 P.M.**

**Bid Opening Time: 2:30 P.M.**

**Attn: Stacey Salazar**



Department of Transportation, MS-65  
Division of Procurement and Contracts  
1727 30th Street  
Sacramento, CA 95816-7006

**DEPARTMENT OF TRANSPORTATION****ADMINISTRATION**

DIVISION OF PROCUREMENT AND CONTRACTS MS-65

1727 30<sup>TH</sup> STREET

SACRAMENTO, CA 95816-7006

PHONE (916) 227-6000

FAX (916) 227-6155

TTY (800) 735-0193 or (916) 227-2857

INTERNET <http://caltrans-opac.ca.gov>*Flex your power!  
Be energy efficient!*

June 1, 2007

**INVITATION FOR BID (IFB)  
IFB # 03A1362  
Notice to Prospective Contractors**

You are invited to review and respond to this Invitation for Bid (IFB), **entitled 03A1362 – Multiple Provider Positive ID for Underground Facilities (Potholing)**. In submitting your bid, you must comply with the instructions found herein.

Note that all contracts entered into with the State of California, Department of Transportation (State) will include, by reference, General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <http://www.ols.dgs.ca.gov/Standard+Language>. If you do not have Internet access, a hard copy can be provided by contacting the Bid Unit: Phone: 916-227-6075; Fax: 916-227-1950.

**This contract requires Prevailing Wages. Refer to Attachment 8, Proposed form of Agreement for requirement details.**

In the opinion of the State, this IFB is complete and without need of explanation. However, if you have questions\*, or should you need any clarifying information, the designated contact person for this IFB is:

Stacey Salazar  
**Department of Transportation**  
Phone: 916-227-6092  
Fax: 916-227-6155

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Stacey Salazar  
Contract Analyst

\*Technical questions regarding this solicitation will be addressed, in writing, in accordance with the Questions and Answers portion of this IFB. See **Section C 1, Time Schedule** for more details.

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## A) Purpose and Description of Services

Refer to the Proposed Form of Agreement, which is attached to this IFB as **Attachment 8 (Exhibit A)**.

This is a multiple provider, on-call Agreement for the positive location of underground facilities. Contractors shall furnish all labor, materials, parts, and equipment necessary to provide routine positive location (potholing) services using vacuum excavation, hand excavation, or comparable methods acceptable to the Department's Contract Manager and the utility facility owner, to locate underground utilities.

## B) Bidder's Minimum Qualifications

All Bidders shall be properly licensed in accordance with the laws of the State of California and shall possess a Class A (General Engineer) or C-12 (Earthwork and Paving) Contractors License.

## C) Bid Requirements and Information

### 1. Time Schedule

It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

EVENT	DATE	TIME
		(Pacific Daylight Time)
IFB available to prospective bidders	June 1, 2007	
Written Question Submittal	June 20, 2007	
Final Date and Time for Bid Submission	7/31/07	2:15 PM
Bid Opening	7/31/07	2:30 PM
BEP/Risk Assessment/Pre-Award Audit Findings	August 7, 2007	
Proposed Award Date (estimate)	September 1, 2007	

### 2. Questions and Answers

- Questions regarding this IFB must be submitted in writing. Bidders are encouraged to submit their written questions by **June 20, 2007**.
- Written questions must include the individual's name, firm name, complete address and must reference IFB No. 03A1362. Questions must be sent to the following address:

MAILED OR FAXED TO:  
Fax No.: (916) 227-6155

Department of Transportation, MS-65  
Division of Procurement and Contracts  
Attention: Stacey Salazar  
1727 30th Street  
Sacramento, CA 95816

- c) Written responses to all questions will be collectively compiled and mailed, as an Addendum, to each individual or firm who downloaded this IFB from the Internet or who requested this IFB by calling the recorded bid line: (916) 227-6090. Hard copy responses are disseminated by mail and an electronic version is uploaded to the Department of Transportation's website. Refer Section C (1), **Time Schedule**, for this IFB's schedule of events and dates/times. It is the responsibility of the Bidder to inquire about an expected Addendum if the Addendum is not received. Bidder can contact the Contract Analyst named above or check the Department of Transportation's website:

<http://www.caltrans-opac.ca.gov/contract.htm>

### 3. Inclusive Costs

Bid prices/rates shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments, **including but not limited to, sales and use taxes** required by law or otherwise and no additional allowance will be made thereof unless separate payment provisions in the Agreement should specifically so provide.

### 4. Small Business Preference: <http://www.pd.dgs.ca.gov/smbus>

Small business preference will be granted on this IFB. Only firms certified as a "Small Business" or "Microbusiness" with the Department of General Services, Office of Small Business Certification and Resources (formerly OSMB) or Contractors who commit to subcontracting a minimum of 25% of their net bid price to Small Businesses or Microbusinesses, in the categories most appropriate to accomplish the prescribed services, will be granted this preference.

### 5. State Prevailing Wages

State General Prevailing Wage Rates will apply for the Counties of Butte, Colusa, El Dorado, Glenn, Nevada, Placer, Sacramento, Sierra, Sutter, Yolo, and Yuba as described in the attached Proposed Form of Agreement (Attachment 9). The predetermined general prevailing wage rate publication, as set by the Director of Industrial Relations, may be obtained by contacting:

Kimberly Louis  
**North Region** Labor Compliance Officer  
Calif. Dept. of Transportation  
P. O. Box 911  
Marysville, California 95901  
Phone: (530) 822-4315

Copies may also be obtained via the Internet: <http://www.dir.ca.gov>. The Department of Transportation does not provide the specific craft/classification determination for specific work or services. It is the bidder's responsibility.

## 6. Recycle Certification

Your signature affixed hereon and dated on the attached Bid/Bidder Certification Sheet shall signify that you are aware of the recycle materials, goods, and supplies program requirements of California Public Contract Code Sections 12200, 12205, and 12161, and that the recycle content certification will be required for the successful contractor. The awarded bidder will be required to complete a Recycle Content Certification Form (ADM-2038) and provide the form with the signed agreement. An incomplete form or failure to provide a completed form will result in cancellation of the contract.

## 7. Contractor License

Bidder must have, at time of bid submittal and for the duration of the contract, a valid, current Class A (General Engineer) or Class C-12 (Earthwork and Paving) license issued by the California Contractor's State License Board, for the type of work to be performed. Bidder shall obtain, pay for and maintain, in good standing, all necessary licenses and permits to accomplish the work. Bidders will be considered non-responsive unless proper licensing requirements are met. An invalid license will result in rejection of the bid. Positive verification of a valid license issued by the California Contractor's State License Board will be performed by Caltrans (reference B&PC 7028.15).

## 8. Subcontractors

Bidder may subcontract portions of the work as defined in the attached Proposed Form of Agreement. If a subcontractor(s) is used, complete Attachment 3, Subcontracting Provisions/List. Bidder must ensure that the subcontractor(s) will have all necessary licenses, permits, and/or certifications to accomplish its portion of the work. Failure of a subcontractor(s) to have the proper licenses, permits, and/or certifications, shall be cause for rejection of bid.

## 9. Bonds

- A. The successful bidder will be required to provide a payment bond issued by a company authorized by the California Insurance Commissioner to transact surety business in California (an admitted surety insurer). The payment bond must be written for 100% of the total amount of the agreement.
- B. **Bid Bonds Required:** Bidder shall submit a bid bond with bid as described herein. The Bidder's bid bond shall be no less than 10 percent of Bidder's total bid. Submittal of a bid bond that is not in the proper amount or failure to submit a bid bond with bid, may be cause for rejection of bid.

## 10. Insurance

The bidder who receives the Agreement award, must provide a certificate of Insurance providing proof of insurance to the DPAC within ten (10) working days from the date of notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before

execution of the Agreement. Refer to the Proposed Form of Agreement, **Attachment 9, Exhibit D** for the applicable specific Insurance requirements and coverage limits.

## 11. Bid Submittal

- a) **All bids must** be submitted in a **sealed envelope** and received by the Department of Transportation, Contract's Office by dates and times shown in Section C, Bid Requirements and Information, **Item 1) Time Schedule**. The sealed envelope must be clearly marked with the IFB number and title; must show your firm name and address, and must be marked with "BID SUBMITTAL - DO NOT OPEN", as shown in the following example:

IFB Number: **03A1362**

IFB Name: **Multiple Provider Positive ID for Underground Facilities  
(Potholing)**

Firm Name:

Firm Address:

**BID SUBMITTAL - DO NOT OPEN**

- b) Bids not submitted in a clearly labeled sealed envelope shall be rejected. A complete bid package (originals only) must be submitted. **Late bids will not be considered.**
- c) All bids shall include the documents identified in this IFB's **Attachment 8, Required Attachment Checklist**. Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- d) Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear an original ink signature.
- e) Mail or deliver bids to the following address:

U.S. Postal Service Deliveries (UPS, Express Mail, Federal Express) or \*Hand Deliveries

Department of Transportation, MS 65  
Division of Procurement and Contracts  
1727 – 30<sup>th</sup> Street  
Sacramento, CA 95816

\* If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby of the first floor to the right of the security guard station at the address noted above. After date/time stamping, bids should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it to the proposal package. When the bid package is too large for the locked bid

cabinet, ask the security guard to call the Contracts' reception desk at 227-6000 to have your bid package picked up by Contracts' staff.

- f) Bid opening will be held at the above address at **2:30 PM** on the date stated in Section C - Bid Requirements and Information, 1 - Time Schedule.
- g) Bids must include the performance of all the services described herein. Any attempt to modify the bid document to deviate from the work specifications will not be considered and will cause a bid to be rejected.
- h) A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any bid on the basis that it is not responsive or from a responsible bidder, and may waive any immaterial deviation in a bid. The State's waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- i) Costs for developing bids and in anticipation of award of the contract are entirely the responsibility of the bidder and shall not be charged to the State.
- j) Only an individual who is authorized to bind the bidding firm contractually shall sign the attached Bid/Bidder Certification Sheet, **Attachment 7**. The signature must also indicate the title or position that the individual holds in the firm. **An unsigned bid shall be rejected.**
- k) A bidder may modify a bid after its submission by first withdrawing the original bid and then by resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- l) A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to the State, signed by the bidder or an agent authorized in accordance with section j above. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline.
- m) The State may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum sent to all parties who received a bid package.
- n) The State reserves the right to reject all bids for reasonable cause.
- o) Bidders are cautioned to not rely on the State during its evaluation process to discover and report to the bidder any defects and errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFB requirements.
- p) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the contract amount will be made due to a lack of careful examination of work sites and specifications.
- q) The State does not accept alternate contract language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. **The State's General Terms and Conditions (GTC) are not negotiable.** The **GTC**



307 may be viewed at Internet site  
<http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

## 12. Evaluation and Selection

- a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b) The State will evaluate each bid to determine its responsiveness to the State's needs.
- c) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, shall be rejected.
- d) The contract, if awarded, shall be awarded to the lowest responsible bidder meeting the specifications. A bid meets the specifications if it complies with all of the requirements in this solicitation. In the event of a tie bid, the State will draw lots to determine the successful contractor. Only one proposal or bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture or combination thereof. Receipt of more than one bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

## 13. Award and Protest

- a) Whenever a contract is awarded under a procedure that provides for competitive bidding, but the contract is not to be awarded to the low Bidder, the low Bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the contract.
- b) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the contract.
- c) Grounds for Filing a Protest: After the issuance of the applicable contract award notices as specified in this IFB, the right to protest the proposed award of a contract is afforded any bidder who claims it should have been awarded the agreement because it was the lowest responsible bidder meeting the specifications. The protest must be submitted to the Department of Transportation prior to the award of contract. In such case, the contract shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- d) Filing an Initial Protest: Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the Department of Transportation a full and complete written statement specifying the grounds for the protest. The written protest must be sent to the addresses below:

Department of Transportation Division of Procurement & Contracts, MS 65 Attention: Bid, Protest, & Dispute Branch Chief 1727 30 <sup>th</sup> Street Sacramento, CA 95816 Phone Number: (916) 227-6096 Fax Number: (916) 227-6155	Department of General Services Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7 <sup>th</sup> Floor West Sacramento, CA 95605 Phone Number: (916) 376-5080 Fax Number: (916) 376-5088
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It is suggested that you submit any protest by certified or registered mail.

- e) Upon award of the contract, contractor must complete and submit to the Department of Transportation the Payee Data Record (STD 204), to determine if the contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code §18662 and §26131. This form can be found on the Internet at [www.osp.dgs.ca.gov](http://www.osp.dgs.ca.gov) under the heading STANDARD FORMS. No payment shall be made unless a completed STD 204 has been returned to the Department of Transportation.
- f) Prior to the award of the contract, the awarded bidder(s) must sign and submit to the Department of Transportation, page one (1) of the Contractor Certification Clauses (CCC), **Attachment 2**, or this form can be obtained via the Internet at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. Bidder may also, as an option, submit with bid package.

#### 14. Standard Conditions of Service

- a.) Service shall not begin prior than the express date set by the Department of Transportation and the contractor, after all approvals have been obtained, and the agreement is fully executed. Should the contractor fail to commence work at the agreed upon time, the Department of Transportation, upon five (5) days written notice to the contractor, reserves the right to terminate the agreement. In addition, the contractor shall be liable to the State for the difference between contractor's bid price and the actual cost of performing work by the second lowest Bidder or by another contractor.
- b.) All performance under the contract shall be completed on or before the termination date of the contract.
- c.) The bidder declares that the only persons or parties interested in this bid proposal as principals are those named herein; that this bid proposal is made without collusion with any other person, firm or corporation; and the bidder has carefully examined the Invitation for Bid (IFB), the Proposed Form of Agreement, and the special provisions herein referred to, and proposes and agrees, if this proposal is accepted, that the bidder will contract with the State to provide all necessary labor, materials, tools or equipment in the time and manner specified.
- d.) If the bidder is awarded the contract and refuses to sign the contract presented for signature within the time and manner required, the bidder will be liable to the Department of Transportation for actual damages resulting to the Department therefrom of 10% of the amount bid, whichever is less.

e.) No oral understanding or agreement shall be binding on either party.

## **D) Special Programs**

The following Special Programs are applicable to this IFB.

### **1. Small Business or Microbusiness Preference**

If prospective Contractor is claiming the 5% certified Small Business or microbusiness preference, complete Section 16, Attachment 7 (Bid/Bidder Certification Sheet) and attach a copy of your certification (See Attachment 7).

If prospective Contractor is committing to subcontract 25% or more of their net bid price to one of more Certified Small Businesses or microbusiness, complete Attachment 5, Small Business Subcontractor Preference Form For Non-Small Business Bidders.

Additional References: <http://www.pd.dgs.ca.gov/smbus/default.htm>

Section 14835, et seq. of the California Government Code requires that a five-percent preference be given to contractors who qualify as a certified small business or microbusiness. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896, et seq. To claim the small business or microbusiness preference, your firm must have its principal place of business located in California and be certified by the Department of General Services, Office of Small Business Certification and Resources. The preference amount may not exceed \$50,000 for any bid.

Pursuant to Government Code Section 14838 and Title 2 of the California Code of Regulations, Section 1896, in order to facilitate the participation of small businesses, including microbusinesses, the preference to such businesses shall be 5% of the lowest responsible bid. If a bidder is not a certified small business, but wishes to be eligible for the 5% "non-small business" bidders preference, the bidder must subcontract at least 25% of its net bid price to one or more certified small businesses. The proposer must provide a list with its bid identifying such certified small businesses or microbusinesses (ADM 3019, Attachment 5). Preferences may not be awarded to a noncompliant bidder and may not be used to achieve any applicable minimum requirements.

Small business and microbusiness bidders shall have precedence over non-small business bidders in the application of any bidder preference for which non-small business bidders may be eligible.

Questions regarding the certification approval process or Small Business program should be directed to that office at (800) 559-5529 or (916) 375-4940. For the 24-Hour Recording & Mail Request call (916) 322-5060.

**2. Disabled Veteran Business Enterprises (DVBE)**

**The goal is 3%.** See Attachment **6** to complete the required forms and for further detailed information concerning DVBE requirements; complete Section 16, **Attachment 7** (Bid/Bidder Certification Sheet); and, attach a copy of your certification. This project is subject to Public Contract Code 10115, et seq. which requires State funded contracts to have a participation goals of 3% for DVBE, expressed as percentages of the total dollar value of the contract for DVBEs participating in this contract. These goals apply to the overall contract dollar amount expended each year by the Department of Transportation. Failure to provide detailed cost breakdowns and any required DVBE information in the Cost Proposal **will be cause for rejection** of the proposal.

Additional References: <http://www.pd.dgs.ca.gov/smbus/default.htm>

**BID PROPOSAL**

ADM-1412 (REV. 05/06)

**ATTACHMENT 1**

CONTRACTOR'S NAME (Please Print):				CONTRACT NO. 03A1362		PAGE 1 of 1	
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM		UNIT PRICE	TOTAL (In Figures)	
1.	700	Per Hole	Vacuum excavation (Pothole) 1st six feet				
2.	30	Each Additional Linear Foot after 6 feet	Vacuum excavation (Pothole) each linear foot after six feet				
3.	5	Per Hole	Probing the horizontal and vertical location				
4.	700	Per Location	Electronic detection for determining the horizontal and vertical location				
5.	50	Per Day	Lane Closures				
6.	<div>*Special Provisions as defined in Exhibit A, Paragraph #8 the following will be reimbursed<ul style="list-style-type: none"><li>Railroad permit fees</li><li>Railroad insurance</li><li>Railroad Flagging</li><li>Encroachment Permit for Cities and Counties</li><li>Traffic Control – sign board</li><li>Overtime**</li><li>Police time</li><li>Backhoe</li><li>Substitute commercial grade backfill material for backfill or compaction as approved by Contract Manager</li><li>Restore site, placing asphalt concrete, Portland cement concrete, or other material as approved by Contract Manager</li><li>Commercial grade Portland cement concrete to replace the existing sidewalk, curb, or gutter</li><li>Place and compact hot asphalt concrete produced from commercial quality asphalt and aggregates equal to or better than the existing pavement as required, or with a cold material produced from commercial quality asphalts and aggregates, as approved by Contract Manager</li></ul></div>				Actual Costs	\$37,500.00	
<div>*Contractor will be reimbursed for the actual cost of these specified items in performance of this Agreement (including applicable sales tax), without additional allowance for markup.</div> <div>1. The above quantities are estimates only and are given as a basis for comparison of bids. No guarantee is made or implied as to the exact quantity that will be needed.</div> <div>2. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall</div> <div>3. All items must be bid on. All rates shall be valid for the life of the Agreement.</div>					TOTAL THIS PROPOSAL		

4. Bids will be compared based on the totals of all items and will be awarded to the lowest responsible bidder.
5. Each Caltrans Task Order assignment must include a written report depicting each positive location of the utility facility's dimension and depth from top of pipe to original ground. This report must be in 8.5" x11" page format and be submitted to Caltrans within one week (five work days) of positive location Task Order completion.
6. Prevailing Wage Rates are required. Contractor must pay prevailing wage rates.
7. Designation (markout) of utility facilities shall include a minimum of 200 feet, set-up, takedown and traffic control and all items included in Exhibit A. Each designating assignment shall be not less than four (4) hours per assignment.

\*\*Example: If the prevailing wage is \$20.00 an hour then the one-half increment to be paid for overtime would be \$10.00 an hour.

**ATTACHMENT 2**  
**CONTRACTOR CERTIFICATION CLAUSES**

CCC-307

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code Section 10295.3.



## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT**: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
  - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
  - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

## ATTACHMENT 4

## NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID FOR PUBLIC WORKS

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF )

, being first duly sworn, deposes and

says that he or she is \_\_\_\_\_ of \_\_\_\_\_  
(position or title)  
\_\_\_\_\_ (the bidder)

The party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Dated: \_\_\_\_\_ By \_\_\_\_\_  
(person signing for bidder)

**ATTACHMENT 7**  
**BID/BIDDER CERTIFICATION SHEET**

This Bid/Bidder Certification Sheet must be signed and returned along with all "required attachments" as an entire package with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions. Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm.

- A. Our all-inclusive bid is submitted in a sealed envelope marked "**Bid Submittal - Do Not Open**".
- B. All required attachments are included with this certification sheet.
- C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.
- E. The signature and date affixed hereon certifies that this bid is a firm offer for a 90-day period.

**An Unsigned Bid/Bidder Certification Sheet Shall Be Rejected**

1. Company Name	2. Telephone Number (    )	2a. Fax Number (    )
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required
12. Proposer's Name (Print)	13. Title	
14. <b>Signature</b>	15. Date	
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. Small Business Enterprise    Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____		
b. Disabled Veteran Business Enterprise    Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____		
<b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is checked " <b>Yes</b> ". Date application was submitted to OSBCR, if an application is pending: _____		

## Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the  
Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

**ATTACHMENT 8**  
**Invitation for Bid 03A1362**

**ATTACHMENT CHECKLIST**

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid package. Place a check mark or "X" next to each item that you are submitting to the State. All attachments identified below (unless noted otherwise) are required and must be returned as instructed or your bid may be considered non-responsive. **Return this checklist with your bid package.**

<b><u>Attachments</u></b>	<b><u>Attachment Name/Description</u></b>
_____ Attachment 1	Bid Proposal (ADM-1412)
_____ Attachment 2	Contractor Certification Clauses (CCC 307). The CCC 307 can also be found on the Internet at <a href="http://www.dgs.ca.gov/contracts">http://www.dgs.ca.gov/contracts</a> . Page one (1) must be signed and submitted prior to the award of the contract.
_____ Attachment 3	ADM-1511, Subcontracting Provisions/List
_____ Attachment 4	Non Collusion Affidavit
_____ Attachment 5	Small Business Preference Form For Non-Small Business Bidders, <b>ADM-3019</b>
_____ Attachment 6	Disabled Veteran Business Enterprise (DVBE) Participation Forms: <b>STD. 840, DVBE Participation Goals and Verification</b> and <b>STD. 840A, DVBE Good Faith Effort Documentation</b> , and all necessary attachments.
_____ Attachment 7	<b>Bid/Bidder Certification Sheet</b>
_____ Attachment 8	<b>Attachment Checklist</b>

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

**SUBCONTRACTING PROVISIONS/LIST**

Form ADM 1511 (REV. 9/06)

**ATTACHMENT 3**

List all subcontractors that will be used in this Agreement. All subcontractors listed below must be used in accordance with the Agreement. This includes, if applicable, compliance with the subcontracting provisions and any Disabled Veteran Enterprise (DVBE), Small Business, and Micro-Business subcontractors. If none, bidder to write "NONE" in this space.

NAME	BUSINESS ADDRESS	DESCRIPTION OF PORTION OF WORK WHICH WILL BE DONE BY EACH CONTRACTOR*

**SMALL BUSINESS SUBCONTRACTING PREFERENCE FORM FOR NON-SMALL BUSINESS BIDDERS****ATTACHMENT 5**

ADM 3019 (STATE FUNDED CONTRACTS) (Rev.6/05) Page 1 of 1

BIDDER/PROPOSER BUSINESS NAME	BIDDER/PROPOSER BUSINESS ADDRESS		
CONTACT PERSON	BUSINESS PHONE (      )		
NAME OF PERSON SUBMITTING BID/PROPOSAL	SIGNATURE OF BIDDER/PROPOSER		DATE

**IMPORTANT: 1) Identify all Certified Small Business firms being claimed for credit. 2) List names of all Certified Small Business subcontractors, regardless of their tier or respective items of work, 3) Attach a copy of the Certified Small Business subcontractor's quote to this form. The Certified Small Business' quote will serve as written confirmation that the Certified Small Business is participating in the contract. 4)Ownership information required for reporting requirements.**

LIST CERTIFIED SMALL BUSINESS FIRM(s)	Phone Number (Area Code)	Item of Work, Service, or Materials Supplied	Certification Number/ DGS Reference Number	Business Type	Dollar Amount Claimed**	Percentage of \$ Value Claimed
A CERTIFIED SMALL BUSINESS PRIME Bidder/Proposer Participation						
<b>B. Certified Small Business Subcontractor/Supplier Name and Address</b>						
<b>TOTAL PARTICIPATION CLAIMED</b>					<b>\$</b>	<b>%</b>

Small Business must be certified by California Department of General Services by the bid opening or RFP/SOQ due date. Self-certification is NOT acceptable. **Important:** Names of First Tier Certified Small Business Subcontractors and their respective item(s) of work listed above shall be consistent with the names and items of work in the "List of Subcontractors" submitted with your bid/proposal. \*\*For on-call contracts, the dollar amount represents estimated dollar value claimed.

**FOR CALTRANS USE ONLY**

TOTAL CERTIFIED SMALL BUSINESS PARTICIPATION _____%		
CERTIFIED SMALL BUSINESS VERIFICATION COMPLETED BY:		
NAME:	SIGNATURE:	DATE:

**ADA Notice**

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)  
PARTICIPATION REQUIREMENTS**

(Revision Date 02/02/2004)

**Please read the requirements and instructions carefully before you begin.**

**AUTHORITY.** The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for state Agreements is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq.

The **minimum DVBE participation percentage is 3% for this solicitation.**

**INTRODUCTION.** The bidder/proposer must complete and document at least one of the options (A, B or C) in this document to comply with this solicitation's DVBE program requirements. Bids or proposals (hereafter called "bids") that **fail to fully document one of the DVBE program requirement options shall be considered non-responsive and ineligible for award.**

All information submitted by the bidder/proposer to comply with this solicitation's DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, with this information, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and contract cancellation.

Only State of California, Office of Small Business and DVBE Certification, certified DVBEs who are domiciled in the State of California and who perform a commercially useful function relevant to this solicitation, may be used to satisfy the DVBE program requirements. Effective January 1, 2004, the certified DVBE companies must perform a **commercially useful function** to be eligible for award. The criteria and definition for performing a **"Commercially Useful Function"** are contained on page 6, entitled **Resources & Information**. Bidders and proposers are encouraged to verify each DVBE subcontractor's/supplier's certification with the Office of Small Business and DVBE Certification Section to ensure DVBE eligibility.

**NOTE:** A common error bidders/proposers make is to state that no subcontractors are needed and goals are not applicable offering that all the work can be done by the bidder/proposer with its own resources. Bidder/proposers are warned that this is **not** an option if your bid is to be deemed responsive.

**PLEASE READ ALL INSTRUCTIONS CAREFULLY.** These instructions contain information about the DVBE program requirements, bidder/proposer responsibilities, and requirements for performing and documenting each of the three available options (Option A, Option B, or Option C) as detailed below. Bidder/proposers are responsible for thorough review and compliance with these instructions. Complete and document your option selection on the attached form, STD. 840, Documentation of Disabled Veteran Business Enterprise Program Requirements.

**NOTE:** The attached STD. 840 form replaces the previously used form ADM-227S.

**To meet the DVBE program requirements, bidder/proposer must complete and fully document at least one of the following compliance options:**

**Option A - Commitment to full DVBE participation** - For a bidder/proposer who is a DVBE or who is able to meet the commitment to use certified DVBE(s) to fulfill the full DVBE participation goal.

**Option B - Good Faith Effort** - For a bidder/proposer documenting its completed effort, made prior to the bid due date, to obtain DVBE participation that may result in partial or no DVBE participation.

**Option C - Business Utilization Plan** - For a bidder/proposer using an annual plan (subject to approval) to satisfy DVBE participation requirements. Applies only to solicitations for goods and Information Technology.

**OPTION A – COMMITMENT** -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 or A2. Bidder/proposer must document DVBE participation commitment by completing and submitting the attached STD. 840. Failure to complete and submit STD. 840 (Page 1) as instructed shall render your bid non-responsive in which case the **bid may be rejected**.

Prior to the award of the Agreement, the bidder/proposer must provide a written confirmation from each DVBE that it is participating in the Agreement as provided in the bidder/proposer's STD. 840 (i.e. DVBE's bid/proposal/quote is acceptable). The written confirmation will include the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. The written confirmations are to be attached to the STD. 840. If further verification is necessary, the state will obtain additional information to verify the above requirements.

**Method A1. Certified DVBE bidder/proposer:**

- a. Commit to performing at least 3% of the Agreement's bid amount with your firm or in combination with another DVBE(s).
- b. Document DVBE participation on STD. 840 (Page 1) and attach a copy of all applicable certifications.
- c. A DVBE bidder/proposer working in combination with other DVBEs shall submit proof of its commitment by submitting a written confirmation of the DVBE(s) identified in its bid on the STD. 840. Failure to submit the written confirmation as specified may be grounds for bid rejection.

**Method A2. Non-DVBE bidder/proposer:**

- a. Commit to using certified DVBE(s) for at least 3% of the bid amount.
- b. When a bidder/proposer commits to less than the required 3% DVBE participation or its commitment may fall below 3%, then Option B, Good Faith Effort must be completed in addition to Option A, Commitment.
- c. Document DVBE participation on STD. 840 (Page 1) and attach a copy of each DVBE's certification.
- d. Prior to Agreement award, a bidder/proposer is to submit proof of their commitment by submitting a written confirmation of each DVBE identified in its' bid's STD. 840. The Department of Transportation official will contact each listed DVBE, by mail, fax or telephone, for verification of the bidder/proposer's submitted DVBE information. Failure to submit the written confirmation as specified may be grounds for bid rejection.

**OPTION B – GOOD FAITH EFFORT (GFE)** performance and documentation requirements must be completely satisfied **prior to bid submission** if you are unable to obtain and commit to the full DVBE participation percentage goal (Option A) and do not exercise Option C. Perform and document the following Steps 1 through 5 on both pages of the attached STD. 840 form. Failure to perform and document GFE Steps 1 through 5 as instructed, which includes properly completing and submitting both pages of STD. 840, shall result in your bid being deemed non-responsive in which case the bid may be rejected. Step 3, Advertisement, is required unless specifically waived by the Department for this solicitation due to imposed time limits.

**Step 1: Awarding Department (PCC §10115.2[b][1])**

Contact the Department of Transportation, Civil Rights, Business Enterprise Program (BEP) by accessing its' web site at <http://www.dot.ca.gov/hq/bep> for assistance in identifying DVBEs. You may also fax your request for assistance to Civil Rights, at (916) 324-8760, or you may contact the Department's DVBE Specialist at (916) 324-8384. You may document this contact and describe the results on STD. 840 (Page 2). Be sure to include a copy of your dated response or BEP web page in your Good Faith Effort documentation to show compliance with Step 1.

**Step 2: Other State and Federal Agencies, and Local Organizations (PCC §10115.2[b][2])**

**STATE:** Contact the Department of General Services, Procurement Division (DGS-PD), Office of Small Business and DVBE Certification (OSDC), to obtain a list of certified DVBEs by telephone at (916) 322-5060 for the 24-hour automated telephone system or (916) 375-4940 for the receptionist during normal business hours. This information can also be obtained by searching the online database at <http://www.pd.dgs.ca.gov/smbus>. Begin by selecting Certified Firm Inquiry Services and then search by using either the Keyword Search or the Standard Query options. You must fully document this contact and describe the results on STD. 840 (Page 2). Attach the results (screen print) of the "Certified Firm Listing", the "Certified Firm Detailed Information" page(s), or the cover page of the "Directory of Certified DVBEs" to document your contact with DGS.

**FEDERAL:** Search the Central Contractor Registration (CCR) on-line database (previously Pro-Net) at <http://www.ccr.gov/> to identify potential DVBEs and click on the "Dynamic Small Business Search" button. All of the search options and information that existed in PRO-Net will now be found at the CCR Dynamic Small Business Search site. First time users should click on the "help" button for detailed instructions. You must fully document this contact and describe the results on STD. 840 (Page 2). Attach the results (screen print) of the Web search page, and any other documents to document your contact with the Small Business Administration (SBA).

**LOCAL:** Contact at least one local DVBE organization to identify DVBEs. For a list of local DVBE organizations, please refer to the DVBE Resource Packet that may be accessed online (<http://www.pd.dgs.ca.gov/smbus> - select "DVBE Resource Packet") or obtain a hardcopy by requesting it from DGS-PD Office of Small Business and DVBE Outreach and Education (see the Resources & Information page). You must fully document your contact with local DVBE organizations and describe the results on STD. 840 (Page 2). Attach documents to support your contacts with the local organizations, indicating the date of contact, the nature of the request, and the results of the contacts. (Letters, emails, fax transmittals along with proof of submittals, are acceptable.)

**Step 3: Advertisements (PCC §10115.2[b][3])**

**Advertisements** are mandatory unless waived by the Department of Transportation.

**CONTENT REQUIREMENTS:** Include all of the following in your advertisement(s): (1) company name; (2) contact name; (3) complete address; (4) telephone and facsimile numbers (if applicable); (5) e-mail address (if applicable); (6) the state's solicitation number; (7) description of goods and/or services for which the state is soliciting; (8) the location(s) of work to be performed; (9) the State's bid due date; (10) and your due date for receiving DVBE responses.

**HOW MANY & WHERE TO PUBLISH:** Bidder/proposers must publish at a minimum, two (2) ads: one (1) each in a trade paper and a DVBE focus paper unless the paper has a dual purpose (fulfilling both trade and focus requirements as defined in CCR, Title 2, section 1896.61(k)), in which case one (1) ad is acceptable in lieu of the two mentioned above. Please see the DVBE Resource Packet for a list of acceptable publications.

**WHEN:** Pursuant to CCR section 1896.63(2), advertisements must be published after the solicitation's release date and at least 14 days prior to the bid due date, unless a different time period is expressly established in this solicitation.

**DOCUMENT & SUBMIT:** On STD. 840 (Page 2), document the publication name(s) in which you published advertisement(s), the contact name and phone number, and date of publication. Include a copy of the advertisement(s) and copy of the publication affidavit(s) with your bid/proposal.

**Step 4: Invitations to Participate (PCC §10115.2[b][4])**

**WHO:** Invite (solicit) DVBEs who can provide relevant goods and/or services to this solicitation to subcontract with you. Conducting Steps 1 through 3 produces a list of DVBEs from which you choose potential DVBEs subcontractors/suppliers to contact. Bidder/proposers are advised to contact as many DVBEs (who provide relevant goods and/or services in the applicable location(s)) as possible. **Non-California-certified DVBEs are not eligible** -- please refer those DVBEs to the OSDC to learn about certification (see the Resources & Information page for contact information).

**FOR WHAT:** Solicit DVBEs for goods and/or services relevant to the Department's solicitation. This allows DVBEs to respond whether they can or cannot provide any goods or services related to the solicitation, and provides a bidder/proposer with responses for consideration. The State encourages bidder/proposers to avoid making a predetermination that no DVBEs are able to perform or no portions of the work can be subcontracted, without first contacting and soliciting participation from them.

**HOW TO INVITE & CONTENT REQUIREMENTS:** **Written invitations are required.** At a minimum, invitations must contain all of the following: (1) company name; (2) contact name; (3) complete address; (4) telephone and facsimile numbers (if applicable); (5) e-mail address (if applicable); (6) the state's solicitation number; (7) description of goods and/or services for which the state is soliciting; (8) the location(s) of work to be performed; (9) the State's bid due date; (10) and your due date for receiving DVBE responses.

**WHEN:** Provide DVBEs with a reasonable time period to receive and respond to your invitation, and to be considered by you for participation as described in Section b (below), prior to your bid/proposal submission.

**DOCUMENT & SUBMIT:** Bidder/proposers must document the completed contacts on STD. 840 (Page 1), Section A. Attach additional copies of STD. 840A as necessary to list your DVBE contacts. You are required to attach a copy of: (1) each invitation or offer sent by mail, fax or e-mail; and (2) confirmation of transmittal or delivery. Your bid/proposal shall be considered non-responsive if it fails to include copies of the written invitations and delivery confirmations.

**Step 5: Consider all responding DVBEs for Agreement participation.**

CCR §1896.61 (d) "The term 'considered' as used in section 10115.2(b)(5) of the Public Contract Code means that the bidder made a bona fide effort to carry out all actions with regard to DVBEs specified in section 10115.2(b)(1-5)(except section 10115.2(b)(3) of the Public Contract Code when the awarding department has waived the advertising requirements of section 10115.2(b)(3) of the Public Contract Code in the solicitation), and reviewed DVBE responses and carefully evaluated and documented the reasons for not selecting such potential subcontractors. The bidder must consider all responding subcontractors for a specified service based upon the same information and evaluation criteria."

Consideration must be based on business needs for this Agreement and the same evaluation criteria must be applied to each potential DVBE subcontractor/supplier offering the same goods and services. You must document using STD. 840 (Page 1), Section A, any firm(s) selected for participation; or, if not selected, the reason for non-selection. Attach additional copies of STD. 840A as necessary to list all of your DVBE contacts.

**OPTION C – THE DVBE BUSINESS UTILIZATION PLAN (BUP)** option permits bidder/proposers to submit an approved DVBE BUP to satisfy DVBE participation solicitation requirements up to 3%. **DVBE BUPs apply only to solicitations for goods and Information Technology (IT) goods and services.** DVBE BUPs are a company's commitment to expend a minimum of 3% of its total statewide Agreement dollars with DVBEs -- this percentage is based on all of its Agreements in the State, not just those with the State. DVBE BUPs must be submitted to and approved by the DGS-PD prior to the bid due date. Please call the DGS-PD, Office of Small Business and DVBE Outreach and Education for assistance. Bidder/proposers choosing this option must properly complete and submit STD. 840 (Page 1) and include a copy of its approval letter with the bid; failure to submit these documents shall render your bid non-responsive, in which case the bid may be rejected.

**RESOURCES AND INFORMATION**

For assistance in preparing a responsive participation document, **contact the Department of Transportation contracting official.** In accordance with Public Contract Code Section 10115.2(b)(3), bidder/proposers must advertise in trade and focus publications unless the requirement is waived. The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidder/proposers in meeting these Agreement requirements. To obtain this list, please contact the DGS-PD Office of Small Business and DVBE Outreach and Education and request the "DVBE Resource Packet."

<b>U.S. Small Business Administration (SBA):</b> Use the Central Contractor Registration (CCR) on-line database. <i>Internet contact only</i> –Database: <a href="http://www.ccr.gov/">http://www.ccr.gov/</a> .	<b>FOR:</b> Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification.)
<b>Local Organizations</b> (see the DVBE Resource Packet available from DGS-PD DVBE Program Section listed below)	<b>FOR:</b> List of potential DVBE subcontractors
<b>DGS-PD Office of Small Business and DVBE Certification (OSDC)</b> 707 Third Street, Room 400, West Sacramento, CA 95605 Website: <a href="http://www.pd.dgs.ca.gov/smbus">http://www.pd.dgs.ca.gov/smbus</a> 24-hour automated information & document requests: (916) 322-5060 Receptionist: (916) 375-4940 Fax: (916) 375-4950	<b>FOR:</b> <ul style="list-style-type: none"> <li>• Directory of Certified DVBEs</li> <li>• Certification Applications</li> <li>• Certification Information</li> <li>• Certification Status, Concerns</li> </ul>
<b>DGS-PD Office of Small Business and DVBE Outreach and Education</b> 707 Third Street, 2nd Floor, West Sacramento, CA 95605 Voice, 8 am—5 pm: (800) 559-5529 Fax: (916) 375-4597	<b>FOR:</b> <ul style="list-style-type: none"> <li>• DVBE Program Participation Requirements</li> <li>• DVBE Program Info. and Statewide Policy</li> <li>• DVBE Resource Packet</li> <li>• DVBE Business Utilization Plan</li> <li>• Small Business/DVBE Advocates</li> </ul>

<b><u>ADVERTISEMENT FORMAT EXAMPLE:</u></b>  This example offers a suggested format that includes required information outlined in Option B, Good Faith Effort, Step 3. You can substitute the applicable information for the bolded, italicized words.  DVBEs are invited to participate as a potential subcontractor/supplier to perform a commercially useful function specific to  <b><i>DGS' IFB No. 12345 for fencing materials in Chowchilla.</i></b> <b><i>DVBE responses due to me 1/1/02;</i></b> <b><i>Bids due to the State 1/15/02.</i></b> Contact: <b><i>ABC Company</i></b> <b><i>Jane Doe, General Manager</i></b> <b><i>123 Main Street, Sacramento, CA 95814</i></b> voice: <b><i>555/555-5555</i></b> ; fax: <b><i>555/555-5556</i></b> or e-mail: <b><i>jane.doe@abcco.com</i></b>	<b>Commercially Useful Function Definition</b>  California Code of Regulations, Title 2, § 1896.61(l): The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of Section 1896.61(f); is certified in accordance with Section 1896.70; and provides services or goods that contribute to the fulfillment of the Agreement requirements by performing a commercially useful function.  As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does <b>all</b> of the following: <ul style="list-style-type: none"> <li>▪ Is responsible for the execution of a distinct element of the work of the contract.</li> <li>▪ Carries out the obligation by actually performing, managing, or supervising the work involved.</li> <li>▪ Performs work that is normal for its business services and functions.</li> <li>▪ Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.</li> </ul> A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.
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**Substitution of Proposed DVBE**

After Agreement award, the successful Contractor must use the DVBE or non-DVBE Subcontractors and/or Suppliers contained in the solicitation response to the State, unless a substitution has been pre-approved in writing by the Department of Transportation's (Department) Contract Manager. No substitutions are to be made without receipt of prior written approval from the Department's Contract Manager. Failure to obtain approval of substitute Contractors before work is performed, supplies are delivered or services are rendered may result in payment being denied by the Department.

At a minimum, the Contractor's substitution request must include

- a) a written explanation of the substitution reason; and if applicable, the Contractor must also include the reason a non-DVBE Subcontractor is proposed for use.
- b) a written description of the substitute business enterprise, include their business status as a:
  - sole proprietorship, partnership, corporation or other entity, and
  - the firm's DVBE certification status, if any.
- c) a written notice detailing a clearly defined portion of the work identified both as a task and as a percentage share/dollar amount of the overall Agreement that the substitute firm will perform.

Prior to the approval of the prime Contractor's substitution request, the Department's Contract Manager must give written notice to Subcontractor being substituted by the prime Contractor. A copy of the notice sent by the Department's Contract Manager must be sent to the Department's Contracts Office. The notice must:

- a) give the reason the prime Contractor is requesting substitution of the listed Subcontractor;
- b) give the listed Subcontractor five working days to submit a written objection to the Department's Contracts Office and copies to the Department's Contract Manager;
- c) notify the Subcontractor that if a written objection is not received or received past the due date, such failure will constitute consent to the substitution; and
- d) the notice shall be served by certified or registered mail to the last known address of the listed Subcontractor.

If written objections are filed by the listed Contractor, the Department's Contract's Office, will render a written decision. The Department's Contracts Office shall give written notice of at least five working days to the listed Subcontractor of a hearing by the Department on the prime Contractor's request for substitution.

The Department may consent to the substitution of another Subcontractor in any of the following situations:

- When the Subcontractor listed in the solicitation bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written Agreement, when that written Agreement based upon the general terms, conditions, plans and specifications for the project involved or the terms of that Subcontractor's written bid is presented to the Subcontractor by the prime Contractor.
- When the listed Subcontractor becomes bankrupt or insolvent, or goes out of business.

- When the listed Subcontractor fails or refuses to perform his or her Subcontract.
- When the listed Subcontractor fails or refuses to meet the bond requirements of the prime Contractor.
- When the prime Contractor demonstrates to the Department, or its duly authorized Officer, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
- When the listed Subcontractor is not licensed pursuant to any applicable licensing requirement of any regulatory agency of the State of California.
- When the Department's or its duly authorized officer or the Department's Contract Manager determines that the work performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, Agreement requirements or that the Subcontractor is substantially delaying or disrupting the progress of the work.

The request for substitution and the State's approval or disapproval is **not** to be construed as an excuse for non-compliance with any other provision of law, including but not limited to the Subletting and Subcontracting Fair Practices Act (PCC §4100 et seq.) or any other Agreement requirements relating to the substitution of Subcontractors.

Failure to adhere to the DVBE participation in the performance of the Agreement as proposed by the successful bidder/proposer may be cause for Agreement termination and recovery of damages under the rights and remedies due the State.

### **DVBE/Participation**

For the purposes of this DVBE participation requirement, the following apply:

- a) A DVBE firm may participate as a prime Contractor, Joint Venture Partner, Subcontractor or Supplier of materials or supplies.
- b) Any bid amount proposed for DVBE participation can only be counted once. That is, any further Subcontracting or spending of DVBE designated bid amounts to another DVBE Subcontractor/Supplier will not count toward meeting the Agreement goal. Moreover, any part of a DVBE-designated bid amount for any other Subcontractor involved in the same bid (suppliers are acceptable) will not count toward meeting the Agreement goal.

### **Agreement Audits**

Agreement audit requirements and record retention requirements are covered under provisions in the proposed form of Agreement.



## Frequently Asked Questions:

**Question** If I am awarded the Agreement, either with partial or full goal attainment documented, am I required to use the subcontractor/supplier proposed in my bid?

**Answer** Yes, unless you have requested and received prior written approval in writing for substitution in writing from the Department Contract Manager.

**Question** What happens to bids considered non-responsive to the DVBE Participation Program requirements?

**Answer** Non-responsive bids are rejected. Many are rejected because of:

- incomplete documentation;
- documentation not received by the bid due date;
- mathematical error related to the percentages;
- basing goal attainment on workforce composition.

**Question** If I am a Disabled Veteran Business Enterprise, can I meet the Agreement goal as a single company?

**Answer** Yes.

**Question** If my submitted bid meets the Agreement goal and the State decides to make multiple awards to the bid/Agreement, could my bid be considered non-responsive?

**Answer** No, the State's decision to make multiple awards will not disregard bid compliance.

**Question** If I meet the goal, should I also complete and submit the Good Faith Effort Documentation form?

**Answer** Yes. If a DVBE listed for goal attainment is disqualified and the removal results in not meeting the advertised goal, failure to complete and provide the "good faith effort" documentation form will result in an automatic rejection of the bid. Some examples of disqualification are: (a) DVBE prime contractor was not certified by the solicitation due date; (b) a DVBE subcontractor was not certified by the solicitation due date; or (c) the bidder/proposer made a mathematical error resulting in failure to meet the goal.

# DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

STD. 840 (REV. 4-1-2003)

**Designation Of Option** Check the appropriate box(es) to indicate the option(s) with which you choose to comply, complete the applicable sections and attach the required supporting documentation. You are advised to read all instructions carefully prior to completing this form. Remember that only California certified DVBEs who can provide related goods and/or services may be used to satisfy these program solicitation requirements.

- ☐ **OPTION A – I commit to meeting the full DVBE Agreement participation requirement.** Complete STD. 840, Section A.
- ☐ **OPTION B – I performed and documented a Good Faith Effort (GFE) in an attempt to obtain DVBE participation.** Complete STD. 840, Section A (for GFE Steps 4 & 5) and STD. 840 (REVERSE), Section B (for GFE Steps 1–3).
- ☐ **OPTION C – I submit a copy of my firm's "Notice of Approved DVBE Business Utilization Plan."**

## A. Full information must be provided.

**For Agreement participation commitment**, at least one DVBE must be listed. DVBEs must perform a commercially useful function. List the specific goods and/or services with the dollar and/or percentage value(s) that the DVBE(s) commit(s) to provide and the DVBE's tier (prime contractor = 0, subcontractor to prime contractor = 1, subcontractor to Tier 1 subcontractor = 2, etc.). If both the estimated dollar amount and percentage are listed, the higher value supercedes. Attach additional pages to list all other DVBE subcontractors/suppliers (you may use STD. 840A). During contract performance, all requests for substituting named DVBEs must be made in accordance with the provisions of California Code of Regulations, Title 2, Section 1896.64(c).

**For Good Faith Effort (GFE)**, use this section to document your first completed contacts with (Step 4), and consideration of (Step 5), relevant DVBEs. Business reasons for non-selection must be documented. Attach additional pages to list all other DVBE contacts (you may use STD. 840A). Copies of all written invitations and delivery confirmations must also be attached and submitted with the bid/proposal.

BOTH SECTIONS MUST BE COMPLETED FOR GOOD FAITH EFFORT AT LEAST ONE DVBE MUST BE NAMED FOR PARTICIPATION	Date Contacted / /		DVBE Company Name (If you are the Prime and a DVBE enter your name, otherwise enter the solicited subcontractor.)			
	DVBE Contact Name & Reference #		Telephone Number ( ) - ext.	Fax Number ( ) -	E-mail (if available)	
	Street Address, City, State, and Zip Code					
	OR	<input type="checkbox"/> <b>Yes, I am, or I will subcontract with, the listed DVBE to provide the following goods and/or services:</b>				
		Specific Goods and/or Services		Estimated \$ and/or % \$ %	Tier	
		<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>				
	Date Contacted / /		DVBE Company Name			
	DVBE Contact Name & Reference #		Telephone Number ( ) - ext.	Fax Number ( ) -	E-mail (if available)	
	Street Address, City, State, and Zip Code					
	OR	<input type="checkbox"/> <b>Yes, I am, or I will subcontract with, the listed DVBE to provide the following goods and/or services:</b>				
Specific Goods and/or Services		Estimated \$ and/or % \$ %	Tier			
<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>						

ATTACH ADDITIONAL PAGES (OR USE STD. 840A) TO LIST ALL OTHER DVBE CONTACTS

Go to Page 2, Section B to continue Good Faith Effort documentation ➡

**ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS**

STD. 840A (EST. 4-1-2003)

**B Documentation of Good Faith Effort Steps 1, 2, and 3**—Remember to carefully read all instructions prior to completing this form. Please refer to the Resources & Information page for detailed contact information and a sample advertisement format.

**STEP 1. Contact the Awarding Department** (the contracting official, unless another contact is specified) to identify potential DVBE subcontractors/suppliers, and document this contact (**optional**).

Date Contacted / /	Contact Name	Telephone Number ( ) - ext.
Describe Result		

**STEP 2. Contact all of the following and document your contacts as required:** Other state and federal agencies and local organizations to identify potential DVBE subcontractors/suppliers. **Attach screen print(s) of Web Results for verification.**  
**Other State Agency** – Procurement Division, Office of Small Business and DVBE Certification (Certification Office)

PHONE CONTACT OR ONLINE SEARCH	Date / /	Telephone Number <b>(916) 322-5060</b> <b>(916) 375-4940</b>	Contact Name	<input type="checkbox"/> I contacted the Certification Office for a list of California certified DVBEs.
	Date / /	Internet Address <b>http://www.pd.dgs.ca.gov/smbus</b>		<input type="checkbox"/> I searched the Certification Office's online database to identify California certified DVBEs.
Describe Result				

**Federal Agency** – U.S. Small Business Administration (SBA) online database

Date / /	Internet Address <a href="http://www.ccr.gov/">http://www.ccr.gov/</a>	<input type="checkbox"/> I searched the federal online database for California DVBEs.
Describe Result		

**Local DVBE Organizations** – Contact at least one local DVBE organization – refer to the DVBE Resource Packet for a list of acceptable contacts. (<http://www.pd.dgs.ca.gov/smbus> – select “DVBE Resource Packet”)

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address ( ) - <a href="http://www.">http://www.</a>
Describe Result			

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address ( ) - <a href="http://www.">http://www.</a>
Describe Result			

**STEP 3. Publish advertisements:** At least two (2) advertisements: One (1) ad in an accepted trade paper; and one (1) ad in an accepted DVBE focus paper (please see the DVBE Resource Packet for a list of all accepted publications); unless the paper is dual purpose (fulfilling both trade and focus requirements), in which case one (1) ad is acceptable. **Document this step as required and remember to attach a copy of your advertisement(s).**

<b>Focus Paper Name</b> (list full name)	Contact Name	Telephone Number ( ) -
<b>Address</b>		Date Ad Published / /
<b>Trade and Focus Paper Name</b> (list full name)	Contact Name	Telephone Number ( ) -
<b>Address</b>		Date Ad Published / /
<input type="checkbox"/> I certify the ad was placed to reach both trade and focus audiences through this one publication.		
<b>Trade and Focus Paper Name</b> (list full name)	Contact Name	Telephone Number ( ) -
<b>Address</b>		Date Ad Published / /

**ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS**

STD. 840A (EST. 4-1-2003)

***This document may be used as a continuation from Section A, STD. 840 (REV. 4-1-2003)***

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number ( ) - ext.	Fax Number ( ) -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number ( ) - ext.	Fax Number ( ) -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number ( ) - ext.	Fax Number ( ) -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number ( ) - ext.	Fax Number ( ) -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		

**ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS**

STD. 840A (EST. 4-1-2003)

***This document may be used as a continuation from Section A, STD. 840 (REV. 4-1-2003)***

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number ( ) - ext.	Fax Number ( ) -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number ( ) - ext.	Fax Number ( ) -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number ( ) - ext.	Fax Number ( ) -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number ( ) - ext.	Fax Number ( ) -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		

## DVBE Program Requirements Supplier Checklist (Rev. 4-1-2003)

Please do not submit this checklist with your bid. It is provided for your use only. Checking every box of your elected compliance option does not guarantee that your bid will be evaluated compliant.

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### ☐ **OPTION A: COMMITMENT TO DVBE AGREEMENT PARTICIPATION**

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- ☐ STD. 840 included with bid
  - ☐ DVBE Written Agreement(s)
  - ☐ Designated the Commitment Option – Checked the first box
  - ☐ Listed at least one California certified DVBE subcontractor
  - ☐ Checked the box(es) for “Yes...”
  - ☐ Listed specific goods and/or services DVBE(s) agrees to provide
  - ☐ Proposed DVBE Agreement performance is a “commercially useful function” relevant to the Agreement
  - ☐ Listed the estimated dollar amount and/or percentage of Agreement for the DVBE’s participation
  - ☐ Proposed DVBE participation meets the 3% requirement (unless a different percentage is specified)
  - ☐ Attached a copy of the DVBE’s certification letter from the Department of General Services
- 

### ☐ **OPTION B: GOOD FAITH EFFORT (GFE)**

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- ☐ STD. 840 included with bid
  - ☐ Designated the GFE Option – checked the second box
  - ☐ (Step 4) Listed all DVBEs contacted and invited to perform on the proposed Agreement
  - ☐ Confirmed that listed DVBEs are California certified and verified certification expiration date
  - ☐ Attached copies of the invitations sent to the listed DVBEs
  - ☐ Invitations included the required contact information
  - ☐ Attached copies of the delivery confirmations for invitations to DVBEs (e.g. mail receipts, fax confirmations, etc.)
  - ☐ (Step 5) Checked the “No” boxes and listed the business reasons for non-selection of DVBEs contacted
  - ☐ (Step 1) Contacted the Awarding Department and listed contact and results
  - ☐ (Step 2) Contacted Other State agency (Office of Small Business and DVBE Certification) and listed the contact and results
  - ☐ (Step 2) Searched the Federal U.S. Small Business Administration (SBA) using the Central Contractor Registration (CCR) on-line database and noted the results
  - ☐ (Step 2) Contacted Local DVBE Organization(s) and listed the contact and results
  - ☐ (Step 3) Advertised – IF NOT WAIVED
    - Listed full information for the advertisement(s) and publication(s)
    - At least 2 ads in one trade and in one DVBE focus publication; **OR** 1 ad in one dual-purpose publication
    - Attached a copy of the advertisement(s) and affidavit(s) of publication
    - The advertisement(s) were published at least 14 days prior to the bid date
    - The advertisement(s) included my required contact information
- 

### ☐ **OPTION C: BUSINESS UTILIZATION PLAN (BUP)**

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- ☐ Prior to the bid due date – Submitted a BUP to DGS-PD and received approval
  - ☐ STD. 840 included with bid
  - ☐ Designated the BUP Option – Checked the third box
  - ☐ Attached a copy of the BUP Approval letter from DGS-PD
-

## Information to Assist Contractors Bidding on Caltrans Projects Using Certified Disabled Veteran Business Enterprises (DVBES) for State Funded Contracts

The objective of the California Department of Transportation (Caltrans), Civil Rights, Disadvantaged Business Enterprise Program is to increase the level of participation of Disabled Veteran Business Enterprises (DVBE) on state funded highway construction. The following information will assist Contractors seeking certified DVBEs to meet the required project participation goals for contracts with Caltrans.

### How To Obtain A List of Certified DVBEs On-Line from the DGS Database

The Department of General Services (DGS) Office of Small Business and Disabled Veteran Business Enterprises Certification (OSDC) administers DVBE certification and maintains a certified directory.

- Access the directory at, <http://www.pd.dgs.ca.gov/smbus/default.htm>
- Click on [Certified Firm Inquiry Services](#), located in the center of the web page. These first two steps will take you to the web page where you can exercise your options of querying DVBEs.

There are a number of options to identify DVBEs from the DGS database web site. Either the [Keyword Query](#) or [Standard Query](#) can be used to find firms by certification reference number (REF), business name, certification type, business type, Standard Industrial Classification (SIC) Code, and service area location. Following are instructions for two options to query certified DVBEs. **For assistance with specialized web site functions or to be mailed a copy of the Directory of Certified DVBEs, please call the DGS OSDC at (916) 375-4940.**

**Contact Bryan Harradine at (916) 440-0511 for web or download assistance.**

### A "Certified Firm Listing" of DVBEs can be queried, using the following instructions:

- Click on [Standard Query](#) option (located in the center of the web page)
- Under the title **Find Certified Firms**, Click on [Search for certified Firms by Certification Type, Business Type, SIC Code, and/or Location](#)

**Step 1 of 4** Check box for DVBE **Certification Type** and Check box for **Business Type** (select from Construction, Manufacturer, Non-manufacturer, and/or Service), click

**Step 2 of 4** Scroll and hold CTRL key selecting up to 3 **Major Industry Sic Code(s)**, click

Note: This page provides a link to the U.S. Department of Labor, Occupational Safety & Health Administration (OSHA) web page to look up a SIC code, by clicking on [Search for Standard Industrial Classification \(SIC\) code](#) Enter keyword (i.e., concrete). View it, click upper right "x" to exit link and return to Step 2 of 4, then continue.

**Step 3 of 4** Hold the CTRL key, selecting multiple **Line of Business SIC Code(s)**, click

**Step 4 of 4** Select either: ☐ **Statewide** or, ☐ **Use a map of California to choose a location** (If you use the map, select the District where the work is to be performed.), click

**Information to Assist Contractors Bidding on Caltrans Projects Using Certified  
Disabled Veteran Business Enterprises (DVBEs) for State Funded Contracts**

**A complete list, by category, can also be downloaded, using the following instructions:**

- Click on [Standard Query](#) option (located in the center of the web page)
- Under the title **Download Certified Firm Data to Customize Your Own List**, click on [DVBE](#) (located in about the center of the web page). Use either PDF or TXT versions.
- "The PDF versions are lists that you can view and/or print. "

[Commodities](#)

[Construction](#) (Click on one of these certified listings categorized by DGS or all categories and print it)

[Services](#)

[All Categories](#)

\*The **TXT version** allows manipulation of data to download to your customized list-follow web page instructions.

**NOTE:** Contractors are to include the results web search page (print screen) of "Certified Firm Listing", or the cover page of the "Directory of DVBEs" page with the *CALTRANS BIDDER-DVBE INFORMATION* bid documents to verify date the certification information was researched.

**How To Obtain the DVBE Resource Packet**

The DVBE Resources Packet was developed by DGS to assist in soliciting DVBEs. It includes a listing of approved advertising sources of trade and focus newspapers, and a listing of state, federal, and local contacts to locate DVBEs. The packet can be printed from the DGS OSDC web site located at, <http://www.pd.dgs.ca.gov/smbus/default.htm>

- In the center of the web page, under the "Outreach & Education" section, click on [DVBE Resource Packet](#) to view or print this information.



Attachment 9  
Sample Standard Agreement

AGREEMENT NUMBER  
03A1362

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Transportation (Department)

CONTRACTOR'S NAME

**TBD**

**Note to Bidders:**

The following 33 pages represent a sample of the Agreement that will be awarded, if any, from this IFB. Please review it carefully and present any questions in writing to the contact identified for this IFB.

2. The term of this Agreement is: One Year Term through

3. The maximum amount \$ of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	11 pages
Exhibit B – Budget Detail and Payment Provisions	9 pages
Exhibit C* – General Terms and Conditions (GTC 307)	By reference
Exhibit - D Special Terms and Conditions	11 Pages
Attachment 1 – Bid Proposal	2 pages
Attachment 2A – Sample Task Order	1 Page
Attachment 3 – Subcontracting Provisions/List	1 page

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

Department of Transportation

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Rhonda Pile, Contract Office

ADDRESS

1727 30<sup>th</sup> Street, Sacramento, CA 95816

**California Department of General  
Services Use Only**

☐ Exempt per:

**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK**

1. Description

- A. This is a multiple-provider on-call service Agreement for the positive location of underground utility facilities.
- B. As used in this Agreement, reference to the Department's Contract Manager includes his/her designee.
- C. The Contractor shall furnish all labor, materials, parts and equipment necessary to provide routine positive location (potholing) services using vacuum excavation, hand excavation, or comparable methods acceptable to the Caltrans Contract Manager and the utility facility owner, to locate underground utilities, including, but not limited to; petroleum, data transmission, telephone, gas, electric, water and sewer pipelines, and perform other related services. In special circumstances, and only when authorized by the Caltrans Contract Manager, the use of a backhoe or other methods may be used for positive location.
- D. Services shall be provided on an as-needed basis, as requested by the Caltrans Contract Manager within this designated service area.

2. Location of Work

Location of services to be performed include, but are not limited to various, public or private, locations in Butte, Colusa, El Dorado, Glenn, Nevada, Placer, Sacramento, Sierra, Sutter, Yolo, and Yuba Counties within the designated service area.

3. This Agreement will commence on the start date \_\_\_\_\_ as presented herein or upon approval by DGS, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by DGS. The Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Contract Manager. This Agreement shall expire on \_\_\_\_\_. The parties may amend this agreement as permitted by law.

4. Contract Management

All inquiries during the term of this Agreement will be directed to the project representatives identified below:

Department of Transportation	Contractor <b>To Be Determined</b>
Section/Unit: District 3 Right of Way	Section/Unit
Contract Manager	Project Manager
Address (Street Address, City, State, Zip Code) 720 Yuba Street	Address (Street Address, City, State, Zip Code)

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Marysville, CA 95901			
Business Phone Number (530)	Facsimile Number (530) 741-4490	Business Phone Number ( )	Facsimile Number ( )

5. Assignment of Work

A. Order of Assignment

Work will be assigned **first** to the lowest responsible bidder. When the lowest responsible bidder is unable to comply with the time limits in section F, subsequent bidders will be then called in ascending order (lowest to highest) based upon their total bid (Attachment 1). Work will be assigned on an as-needed basis.

Rank	Contractor	Bid Amount
1.	XXXX	\$
2.	XXXX	\$
3.	XXXX	\$

B. The contractor's ability to accept any additional work will be measured according to the Contractor's available resources, to the time requirements set by the Department's Contract Manager for completion of the work.

C. It is understood and agreed that any and all work assigned pursuant to this Agreement is to be performed in accordance with this Agreement.

D. Any Contractor who accumulates a backlog of two (2) work request for which work has not been commenced by the date set will not receive any additional work assignments from the Department until the backlog of work is completed. All new work requests for services will be issued to the next lowest responsible bidder until that backlog is completed to the Department Contract Manager's satisfaction.

E. Task Orders

On an on-call basis, the Department's Contract Manager shall assign specific services as described herein to the Contractor through the issuance of Task Orders. The Contractor shall receive a guaranteed minimum of four (4) potholes (at the initial 6' per hole rate) with each Task Order. Each Task Order will have a maximum distance of thirty (30) miles of travel between the two most distant

**EXHIBIT A  
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potholes. When the maximum distance between potholes exceed 30 miles, work shall be assigned in a separate Task Order. All work requested shall be limited to the type of work specified in this Exhibit, A, Scope of Work. Payment for these services shall be in accordance with Exhibit B, Budget Detail and Payment Provisions. A sample Task Order is shown in Attachment 2A.

**F. Time Limitations**

The Contractor shall begin positive location within ten (10) working days of the date notification (via US Mail or electronically) was received from the Caltrans Contract Manager in the form of a written Task Order. Contractor must obtain all authorizations and pre-approvals within the stated ten (10) day time period, including USA markouts and notifications to companies and Caltrans Project Engineer and Contract Manager. Failure to meet the above specified time requirement may, at the State's discretion, result in the termination of this Agreement.

If Shoulder or Lane Closure is required to complete the Task Order, Contractor must submit a Traffic Control Plan no later than 5 days of receiving the Task Order to the Project Engineer assigned to the task order.

The approval process of the Lane Closure Plan may add approximately 7-10 working days to the above timeline in which case all work shall be completed within time frames approved by both Contract Manager and Contractor.

**6. Special Work Conditions**

**A. Request for Work**

1.) Upon receipt of the written Task Order from the Caltrans Contract Manager, the Contractor shall mark-out in white paint the area where the positive location excavation will be performed. The Contractor shall telephone the appropriate Regional Notification Center for operators of subsurface installations informing them of the location of the potholing. The Regional Notification Centers include, but are not limited, to the following:

NOTIFICATION CENTER	TELEPHONE
Underground Service Alert	1-800-227-2600
Southern California (USA)	

2.) No work shall be performed unless the utility owner has marked out the horizontal location of the utility in accordance with Regional Notification Center guidelines. If the utility is not so marked out, the Contractor will notify the Regional Notification Center.

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- 3.) After waiting two (2) working days after contacting the appropriate Regional Notification Center, the Contractor shall perform potholing for the purpose of positively locating underground utility facilities at designated locations. Pursuant to the instructions on the Task Order, the Contractor shall notify the State engineer/inspector of the date and location of the commencement of work. The Contractor shall notify the Utility Owner's representatives not less than two days in advance of when the Utility Owner's representatives will be scheduled to be at work site, and **shall have the name and telephone number of a Utility Owner contact person for use in emergency situations.**
- 4.) The State engineer/inspector shall verify that the appropriate utility was positively located and the Contractor has set reference points and taken measurements as needed for the State's survey requirements.
- 5.) If after diligent effort the Contractor cannot locate a designated facility, the on-site State engineer/inspector will be allowed the discretion of authorizing no more than four additional holes. If this additional effort does not locate the facility, the Contractor shall discontinue location efforts on that facility and notify the State engineer/inspector that a request should be made to the Caltrans Contract Manager for written authorization for the use of a backhoe for locating purposes.
- 6.) The Contractor, after receiving authorization from the State engineer/inspector, shall then backfill each pothole in compacted lifts and restore the area and surface to a safe usable condition as close to original as is possible.

**B. Contractor's Obligations**

- 1.) The Contractor shall comply with all traffic handling procedures as specified in the Department of Transportation's current Manual of Traffic Controls for Construction and Maintenance Work Zones. This manual can be obtained from the Department's website at <http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/index.htm> or from the Caltrans Contract Manager.
- 2.) The Contractor shall plan all work to minimize interference with public traffic.
- 3.) The Contractor shall be responsible for all routine traffic controls, including lane closures. The cost of such traffic control is deemed to be included in the per-hole rate bid, and no additional compensation will be paid for manpower, materials or equipment utilized for that purpose, except as provided in this Agreement's Exhibit A, Section 8, Special Provisions.

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**C. Preservation of Property**

The Contractor's operations shall be conducted in such a manner as to ensure the safety and integrity of the utility and not damage exposed utility facilities, including wrappings and coatings. In the event of suspected or actual damage to a facility, the Contractor shall stop work and notify the utility facility owner and Department's Contract Manager until the utility owner has determined what action is to be taken. The Contractor shall be responsible for taking the indicated action and shall be liable for all costs involved in any repair or replacement of a facility.

**D. Excavation Materials**

- 1.) Typically only a small volume of soil must be removed from a proposed excavation to locate an underground utility facility. The displaced soil shall be stockpiled within the defined construction/work area. Upon completion of the location of the underground utilities, the stockpiled soil shall be utilized for backfill of the excavation.
- 2.) If the material removed from the pothole excavation is unsuitable for backfill or compaction, the Contractor shall provide a substitute commercial grade backfill material as required. The cost of all backfill material shall be considered to be included in the specified compensation rates and no additional compensation will be paid unless specified in this Agreement's Exhibit A, Section 8, Special Provisions.
- 3.) Temporary paving (cut back or cold asphalt concrete) shall be placed on all paved surface excavations within the right of way at the end of each day's work. Said temporary paving shall be maintained as required by the State's permit when working within the State's right of way, or in a manner approved by the City or County having jurisdiction over the project area when working outside the State's right of way. When ordered by the State or a City or County inspector to fix the temporary paving, the Contractor shall immediately take action to correct the temporary paving. In the event no action is taken within one (1) working day, the State, City or County may order the work done and may invoice Contractor for the total cost of all corrective work and any administrative fees. The Contractor shall pay the total cost of such corrective work and will not be reimbursed by the State.
- 4.) When the existing surface is a hard pavement material, the Contractor shall restore the site, placing asphalt concrete, Portland cement concrete or other material that, as a minimum, conforms to the quality, appearance, and thickness of the existing material. The top one (1) foot in the case of soil or the top one (1) foot below a hard surface shall be placed and compacted in the following layers:

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Top	2 inches
Next	2 inches
Next	4 inches
Lowest	4 inches

- 5.) A relative compaction of not less than ninety (90) percent shall be obtained in all material except, ninety-five (95) percent shall be obtained in all shoulder areas and areas beneath asphalt concrete.
- 6.) When the existing surface is Portland cement concrete curb, gutter, or sidewalk, commercial grade Portland cement concrete shall be used to replace the existing sidewalk, curb or gutter in kind after compacting the base material as described above.
- 7.) When the existing surface is asphalt concrete the Contractor will place and compact hot asphalt concrete produced from commercial quality asphalt and aggregates equal to or better than the existing pavement as required or with a cold material produced from commercial quality asphalt and aggregates acceptable to the State.

8.) Equipment, Tools, and Incidentals:

The Contractor shall provide all tools, equipment and incidentals necessary for providing traffic control, verifying each underground utility, excavating potholes, and backfilling each pothole as directed and authorized by the Department's Contract Manager. The cost of these items is considered as included in the specified rates, and no additional compensation shall be paid, except as provided in Attachment 1, Bid Proposal.

E. Failure to Locate a Utility

No payment shall be made for a request for services if the Contractor fails to locate the requested utility facility due to the Contractor error. The Contractor will be compensated for efforts if the failure to locate is not due to Contractor error.

F. Final Clean-Up

The Contractor shall leave each worksite in a clean and neat condition acceptable to the State's engineer/inspector. If a worksite is not left in a clean and neat condition, the Contractor shall be called back to correct the condition and shall receive no additional compensation for that call back. If the Contractor fails to clean up the worksite after being called back, the State shall deduct the full cost of the State's clean-up services from any monies owed to the Contractor.

G. Permits

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The Contractor shall secure all necessary permits from cities, counties and/or local agencies for work performed off the State's right of way as well as those involving work within railroad rights of way, for work under this Agreement. The Contractor shall schedule the work to meet all conditions of the permits and this Agreement.

**H. Rights to Enter on Private Property**

When it is necessary to enter private property to perform a positive location of underground utility facility, the State shall obtain, at no cost to the Contractor, a Right to Enter document, signed by the property owner. Said Right to Enter document shall be made an attachment to the Task Order.

**I. Contaminated Materials**

1.) In the event the Contractor encounters suspected contaminated materials while performing its work, the Contractor shall immediately cease work and advise the on-site State engineer/inspector. If there is no State engineer/inspector on site, the Contractor shall stop work and backfill excavation with the same excavated soil and inform the Caltrans Contract Manager. (Backfilling the excavation with the same soil is common practice used by utility companies and is allowed by the Department of Toxic Substances Control.) The Caltrans Contract Manager or on-site engineer/inspector will be responsible to determine the next course of action.

(a) Any stockpiled contaminated soil must be protected from coming into contact with storm water or becoming suspended in the air.

(b) If the potholing activity involves contaminated material found on other than State-owned property, the State's on-site engineer/inspector or the Caltrans Contract Manager shall be notified so that the property owner can be informed and a determination of responsibility for further action can be made at that time.

3.) The Contractor compensation for these delays will be limited to the basic cost of digging one pothole.

4.) The Contractor shall prevent any water that contains soil in suspension or water that contains any other contaminant from entering local drainage systems.

**J. Report Writing**

The Contractor shall provide a written report stating the date for and exact location of each work assignment site. The report shall contain detailed findings, including but not limited to a description of the type, size, and depth of the utility facility, and, if present, the thickness of pavement in inches. Distances to fixed objects such as sidewalks, fence posts, etc. must also be referenced. Each work



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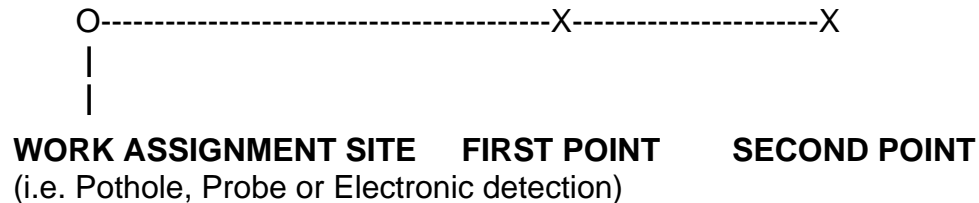
assignment site shall be identified by a number at the site and referenced in the report. This report must be in an 8.5" x11" page format and shall be submitted to Caltrans within one week (five work days) of positive location of utility completion. The cost for each report shall be inclusive of each work assignment.

**K. Marking of Work Assignment Site**

- 1.) The vertical depth of the utility facility as determined by assigned i.e. vacuum excavation, probe electronic detection will be measured and marked by a State survey crew, or if the State's survey crew is not available, and/or when directed by the Caltrans Contract Manager, the Contractor will measure the vertical depth of the utility facility and mark the potholes as follows:
- 2.) Each work assignment site shall be marked showing the number of the pothole, probe or electronic detection the size, type if by vacuum excavation method and vertical depth of the utility facility, and where possible (in paved areas), the horizontal direction of the facility. The vertical depth of the utility facility shall be established using standard survey procedures approved by the Caltrans Contract Manager, and shall be measured from the top of the facility (typically "top of pipe").
- 3.) If the work assignment site is in a non-paved area, Contractor shall drive a wooden stake or peg adjacent to the work assignment site. The stake/peg top shall be no greater than one (1) inch above grade. All depth measurements shall be made relative to the elevation of the top of the stake/peg, i.e. measure from a level line with the top of the stake. The stake shall be marked or tagged (with a tag equivalent to a standard Caltrans marking tag) with the information required above.
- 4.) All markings shall be durable enough to remain clearly visible for no less than two (2) weeks.
- 5.) All work assignment sites will be referenced with two points. One point, at right angles to the direction of the facility, offset from the work assignment site, tagged with the horizontal distance to the facility and vertical depth of the facility, and the second reference point on a line at right angles to the direction of the facility passing through the first reference point. See illustration below. Nails will be placed in paved areas (painted clearly with an identification number). Wooden stakes or pegs (marked clearly with an identification number on a guard stake) used in unpaved areas.

| <--- Facility  
|

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6.) The State's survey crew will tie the reference points into the State's control network.

**L. Work During Construction Contracts**

If any work is to be done within the limits of an active construction contract administered by the State, the Contractor shall notify and obtain permission to enter the work site from the State's Resident Engineer. The Contractor shall cooperate with all other contractors or other forces to the end that hindrance to their work shall be avoided. The right is reserved to perform other or additional work at, or near the site at any time, by the use of other forces.

**7. Methods of Positive Identification**

Vacuum excavation (a.k.a. potholing) or other acceptable methods must accomplish positive identification of all High or Low Risk facilities. Combinations of methods may be more effective than a single method. The Caltrans Contract Manager is responsible for determining the methods of specifically identifying the facility and of locating the horizontal and vertical position. These determinations should be made after obtaining input from the utility owners and the Caltrans District Utility Coordinator. Reference material see:

[http://www.dot.ca.gov/hq/oppd/pdpm/apdx.htm/apdx\\_II/apdx\\_II.htm](http://www.dot.ca.gov/hq/oppd/pdpm/apdx.htm/apdx_II/apdx_II.htm)

**A. Item 1 - Vacuum Excavation (a.k.a. Potholing)**

Location by vacuum excavation (digging, or 'potholing') to expose the facility is the preferred method to specifically identify the facility and to determine the precise horizontal and vertical position. The following will be types of Category A:

- 1.) Initial 6 feet deep hole
- 2.) Each additional linear foot after 6 feet deep hole
- 3.) Detectable facilities
- 4.) Non-detectable facilities

Prior to the start of vacuum excavation, an electronic detection shall be performed when necessary to confirm the utility facility below.

**B. Item 3 – Per Hole Probing**

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Locating facilities by probing is an acceptable method of determining the horizontal and vertical position of a facility. Probing the facility at the required intervals with the addition of one or more potholes to ensure positive identification of the facility. The Caltrans Contract Manager must determine the number and location of potholes and probes, after obtaining input from the utility owners and the Caltrans District Utility Coordinator. The following is the State's definition of probing: Rods physically inserted in the ground to mechanically or electronically locate an underground facility without exposing the facility.

C. Item 4 - Electronic Detection

Electronic detection (**Active Locating** - Locating an underground line by means of electronic signals generated by a transmitter and receiver, electromagnetic techniques and or acoustic instruments) for determining the horizontal and vertical location is acceptable when used in conjunction with potholing to ensure proper facility identification and to verify accuracy of electronic readings. Electronic detection is particularly effective for determining that the utility is outside the construction area or well below a prescribed depth. The Caltrans Contract Manager is responsible for determining the number and frequency of the supplemental potholing and/or probing requirements, after obtaining input from the utility owners and the Caltrans District Utility Coordinator.

D. Item 5 – Lane Closures

The contractor is responsible for conducting the actual Lane Closure. The contractor will coordinate work with the Project Engineer. The Project Engineer will request the Lane Closure to District Traffic Management (DTM) via the Intranet at:

[http://onramp.dot.ca.gov/hq/traffops/otrafopr/system\\_development/DTM1.html](http://onramp.dot.ca.gov/hq/traffops/otrafopr/system_development/DTM1.html)

Prior to performing the Lane Closure, the request to DTM must be made by 12:00 pm on Tuesday so closure for the following Monday can occur. There may be situations where the closure request will take longer. The contractor will follow all guidelines in the Manual for Traffic Controls for Construction and Maintenance Work Zones and any additional requirements for the closure DTM determines.

8. Special Provisions

There is a range of services that may require additional equipment, supplies, or services not specified but are necessary to complete the work described herein. The items listed below are of a nature that has been deemed unlikely to be required.

**EXHIBIT A**  
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Therefore, **at the discretion and upon request from the Caltrans Contract Manager**, the Contractor shall provide the following.

- Railroad permit fees
- Railroad insurance
- Railroad Flagging
- Encroachment Permit for Cities and Counties
- Traffic Control – sign board
- Overtime
- Police time
- Backhoe
- Substitute commercial grade backfill material for backfill or compaction as approved by Contract Manager
- Restore site, placing asphalt concrete, Portland cement concrete, or other material as approved by Contract Manager
- Commercial grade Portland cement concrete to replace the existing sidewalk, curb, or gutter
- Place and compact hot asphalt concrete produced from commercial quality asphalt and aggregates equal to or better than the existing pavement as required, or with a cold material produced from commercial quality asphalts and aggregates, as approved by Contract Manager

Contractor will be reimbursed for the actual costs of the above bulleted list as specified in Exhibit B, 1(D), Invoicing and Payment section.

**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For Task Orders satisfactorily rendered, and approved by the Caltrans Contract Manager, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for quantities of work incurred in accordance with the rates specified herein Attachment 1, entitled Bid Proposal/Cost Sheet.
- B. It is understood and agreed that the maximum amount payable under this Agreement is an estimate and that the State will pay only for those services actually rendered, in accordance with Exhibit A, Section 5 (E), Assignment of Work, Task Orders, and as authorized by the Caltrans Contract Manager or his/her designee.
- C. The Contractor shall submit a certified copy of all payroll records for verification by the Department's Contract Manager and/or Designee with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by the Contractor.
- D. Contractor will be reimbursed for the actual costs (including applicable sales tax), without additional allowance for markup, for the bulleted items listed in Exhibit A, Section 8, Special Provisions as approved by the Department's Contract Manager. An original receipt verifying the actual cost(s) is required.
- E. The Contractor shall be responsible for all traffic controls, including lane closures. The cost of such traffic control is deemed to be included in the per-hole rate bid, and no additional compensation will be paid for manpower, materials or equipment utilized for that purpose, except as provided in Attachment 1, Bid Proposal (also refer to Exhibit A, Section 6 (B) Contractor's Obligations and Section 8, Special Provisions).
- F. Invoices shall be submitted to:

Department of Transportation  
District 3 Right of Way  
Attention:  
720 Yuba Street  
Marysville, CA 95901

- E. The Contractor invoicing requirements are as follows:

- 1.) The Contractor shall submit an itemized invoice with the following information:
  - a. Agreement number
  - b. Task Order number
  - b. Statement of work performed
  - c. Date(s) of work

**EXHIBIT B  
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- d. Starting and ending times
  - e. Copy of the Notice to Owner that was included with the State's Task Order.
- 2.) The Contractor shall submit an original and two copies of each invoice.
  - 3.) Invoices shall be submitted within 30 days of completion of work on a Task Order that has received the approval of the Contract Manager.
  - 4.) Preprinted letterhead invoices do not require the Contractor's signature.
  - 5.) The Contractor's signature is required on invoices on which the Contractor's name and address are typewritten or rubber-stamped. Such invoices received without the Contractor's signature will not be accepted for payment.
  - 6.) Invoices must be legible and reproducible. Any invoices that are illegible, incomplete or inaccurate will be returned, without payment, to the Contractor for clarification and/or completion.
- F. Invoice attachments/documentation requirements are:
- A Caltrans Right of Way Task Order, Attachment A (sample task order), will be issued by the Caltrans Contract Manager for each Task Order. The original and two (2) copies of the Task Order are to be submitted with each billing.

**2. Budget Contingency Clause**

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT B**  
**(Standard Agreement)**

**4. Rates**

- A. Rates - The rates quoted by the Contractor shall be valid for the full term of the Agreement. See Attachment 1, Bid Proposal.
- B. Cost of travel to and from the work site is an overhead charge that is included in the rate bid.
- C. Materials and supplies used in connection with ordered services are included in the rate bid.
- D. The cost of traffic control shall be included in the bid rate, and no additional compensation will be allowed.
- E. The Contractor shall receive payment for a minimum of four (4) potholes per Task Order at the initial per-hole rate.

**5. Inclusive Costs**

- A. The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments, including but not limited to, sales and use taxes required by law or otherwise shall be included in the price bid and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.
- B. Contractors shall make travel and subsistence payments to each worker in compliance with Labor Code sections 1773.1 and 1773.9. Travel and subsistence requirements are available on the Department of Industrial Relations website at <http://www.dir.ca.gov/DLSR/PWD/>.

**6. Payroll Records**

- A. The Contractor and each Subcontractor shall comply with the following provisions. The Contractor shall be responsible for compliance by his/her subcontractors.
  - 1.) Each Contractor and Subcontractor shall keep accurate payroll records and supporting documents as mandated by Section 1776 of the California Labor Code and as defined in Section 16000 of Title 8 of the California Code of Regulations, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
    - a.) The information contained in the payroll record is true and correct.

**EXHIBIT B**  
**(Standard Agreement)**

- b.) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- 2.) The payroll records enumerated under paragraph (1) above shall be certified as correct by the contractor under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by the Department's representatives at all reasonable hours at the principal office of the Contractor. The contractor shall provide copies of certified payrolls or permit inspection of its records as follows:
  - a.) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
  - b.) A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of the Department, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to the Department, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the Contractor.
  - c.) The public shall not be given access to certified payroll records by the Contractor. The Contractor is required to forward any requests for certified payrolls to the Department's Contract Manager by both facsimile and regular mail on the business day following receipt of the request.
- 3.) Each Contractor shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) days after receipt of a written request.
- 4.) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Department shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address and social security number. The name and address of the Contractor awarded the Agreement or performing the Agreement shall not be marked or obliterated.
- 5.) The Contractor shall inform the Department of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- 6.) The Contractor or Subcontractor shall have ten (10) days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the Contractor or Subcontractor fails to



**EXHIBIT B**  
**(Standard Agreement)**

comply within the ten-day period, he or she shall, as a penalty to the Department, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by the Department from payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

- B. The penalties specified in paragraph 6 above for noncompliance with the provisions of said Section 1776 will be deducted from any monies due or which may become due to the Contractor. Penalties assessed for failure to submit certified payrolls are forfeitures and not retentions that will be returned to the Contractor.
- C. Payrolls shall contain the full name, address and social security number of each employee, the correct work classification (including apprentices, if applicable), rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Agreement. The "Statement of Compliance" shall be on forms furnished by the Department or on any form with identical wording. Any payroll that does not include the required "Statement of Compliance" will be deemed inadequate and unacceptable. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.
- D. The Contractor and each Subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.
- E. The Contractor shall submit a certified copy of all payroll records for verification by the Department's Contract Manager and/or Designee with each invoice. When progress payments are called for, the Contractor shall submit a certified copy of all payroll records for verification for the work completed to date with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by the Contractor.
- F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

**7. Penalty**

- A. The Contractor and any Subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. In accordance with said Section 1775, the Contractor shall forfeit, as a penalty to the Department, not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any

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public work done under the contract by him or her, or by any subcontractor under him/her, in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1775 to 1780, inclusively.

- B. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or Subcontractor in meeting his or her prevailing wage obligations, or a Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or Subcontractor had knowledge of the obligations under the Labor Code. Any contractor that executes and receives a copy of this Agreement is deemed to have knowledge of his or her obligations regarding the Labor Code's prevailing wage requirements. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or Subcontractor.
- C. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the prime Contractor of the project is not liable for any penalties described above unless the prime Contractor had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime Contractor fails to comply with all of the following requirements:
  - 1.) The Agreement executed between the Contractor and the Subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1775.5, 1776, 1813 and 1815 of the Labor Code.
  - 2.) The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the subcontractor.
  - 3.) Upon becoming aware of the failure of the Subcontractor to pay his or her workers the specific prevailing rate of wage, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited, to retaining sufficient funds due the Subcontractor for work performed on the public works project.
  - 4.) Prior to making final payment to the Subcontractor for work performed on the public works project, the Contractor shall obtain an affidavit signed under penalty of perjury for the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

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- D. Pursuant to Section 1775 of the Labor Code, the Department shall notify the Contractor on a public works project within 15 days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.
- E. If the Department determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if the Department did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Contractor shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Department.
- F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

**8. State General Prevailing Wage Rates**

- A. The Contractor agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.
- B. Pursuant to Section 1771.5 of the Labor Code, not less than the general prevailing wage rate of per diem wages and the general prevailing rate of per diem wages for holiday and overtime work for work of a similar character in the county in which the work is to be performed shall be paid to all workers employed on this Agreement, if this Agreement is for:
  - 1.) More than \$25,000 for public works construction or,
  - 2.) More than \$15,000 for the alteration, demolition, installation, repair, or maintenance of public works.
- C Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

**9. State Prevailing Wage Rate Determinations**

- A. The General Prevailing Wage Rate Determinations applicable to the project are available and on file with the Department's Regional/District Labor Compliance Office. These wage rate determinations are made a specific part of this contract by reference pursuant to Labor Code Section 1773.2. Any special wage rate determinations applicable to this project are attached.

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- B. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at:  
<http://www.dir.ca.gov/>
- C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations are to be obtained by the Contractor from the Department's District/Regional Labor Compliance Officer. These wage rate determinations are to be posted by the Contractor at the job site in accordance with Section 1773.2 of the California Labor Code.
- D. Questions pertaining to predetermined wage rates should be directed to the Department's Regional or District Labor Compliance Office. A list of local Labor Compliance Offices is attached.

**10. Hours of Labor**

- A. Eight (8) hours labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the State of California, twenty-five dollars (\$25.00) for each worker employed in the execution of the Agreement by the Contractor or any Subcontractor under the Contractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular Sections 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half times the basic rate of pay, as provided in Section 1815.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

**11. Employment of Apprentices**

- A. Where either the prime contract or the subcontract exceeds \$30,000, the Contractor and any subcontractors under him or her shall comply with all applicable requirements of Labor Code sections 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
- B. Contractors and subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Contractors and subcontractors are advised to contact the State Division of Apprenticeship Standards, P. O. Box 420603, San Francisco, California 94142-0603, or one of its branch offices, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the contract work. The prime Contractor is responsible for all subcontractors'

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compliance with these requirements Penalties are specified in Labor Code Section 1777.7.

- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

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**SPECIAL TERMS AND CONDITIONS**

**1. Excise Tax**

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

**2. License Requirements**

The Contractor shall be properly licensed in accordance with the laws of the State of California and shall possess a Class A (General Engineer) or C-12 (Earthwork and Paving) and/or any other applicable specialty license.

**3. Materials/Supplies**

Contractor overhead costs associated with the purchase and consumption of materials and supplies or comparable replacement parts are deemed recovered as a component of the Contractor's bid rate for services that include wages, overhead, general administrative expenses and profit. No extra compensation will be given by the State for materials and supplies.

**4. Retention of Records/Audits**

- A. For the purpose of determining compliance with Public Contract Code Section 10115, et. seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. seq., when applicable, and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7, the Contractor, subcontractors and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

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**5. Termination**

- A. The Department of Transportation reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Contractor or immediately in the event of material breach by the Contractor.
- B. In the event that the total contract amount is expended prior to the expiration date, the State may, at its discretion, terminate this contract with 30 days notice to contractor.

**6. Default**

- A. If, after award and execution of the contract, the Contractor defaults, the contract may be terminated for non-satisfactory performance. Contractor may be assessed damages in the amount of \$500 for administrative costs. Additionally, the Contractor may be liable to the State for the difference between the Contractor's original bid price and the actual cost of performing the work by another Contractor.
- B. Default is defined as (1) being within a period of liquidated damages on uncompleted work, or (2) under notice to begin or complete a contract where work has not commenced or was suspended without cause, or (3) where contract is terminated for Contractor failing to perform services required by the contract in a satisfactory manner.

**7. Disputes**

- A. Any dispute concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by the Department's Contract Officer, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Contract Officer, issued in writing, shall be the Department's final decision on all questions of fact considered and determined by the Contract Officer.
- B. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

**8. Subcontractors**

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its

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subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

- B. The contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted except for subcontractors listed on Attachment 3, Subcontracting Provisions/List.
- C. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- D. Any substitution of subcontractors must be approved in writing by the State's Contract Manager in advance of assigning work to a substitute subcontractor.

**9. Licensed Contractor Standards for Quality of Work**

- A. Licensed contractors must observe professional standards for quality of work or the California Contractors State License Board will invoke disciplinary action.
- B. Notice is hereby given that certain actions by a Contractor, including, but not limited to the following, constitute grounds for disciplinary action once the State has notified the license board of all violations:
  - 1. A willful departure from plans and specifications or disregard of trade standards for good and workmanlike construction in any material respect that might prejudice the Department of Transportation, owner of the property upon which you perform work (Bus. & Prof. Code, 7109).
  - 2. The failure to observe and comply with all of the applicable labor laws (Bus. & Prof. Code 7110).
  - 3. Material failure to complete this contract (Bus. & Prof. Code 7113).
- C. Should the State determine that the work or materials provided vary materially from the specifications, or, that defective work when completed was not performed in a workmanlike manner, then the Contractor warrants that he/she shall perform all necessary repairs, replacement and corrections needed to restore the property according to the contract plans and specifications, all at no further or additional cost to the State.

**10. Bonds**

Prior to commencement of work under this Task Order, the Contractor shall submit a Payment Bond for 100% of the Task Order, if the Task Order is over \$5,000. The



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Payment Bond is due prior to the start date of the Task Order. No work may commence without receipt of a valid Payment Bond as noted herein above.

**11. Disabled Veterans Business Enterprise (DVBE) Participation (With Goals)**

- A. The Contractor has complied with the requirements of Public Contract Code Section 10115 et seq. DVBE goals achieved are expressed as a percentage of the estimated dollar value of this contract, and are identified on the ADM 0227S DVBE Participation Goals and Verification attached to and made a part hereof.
- B. The following goals are the Contractor's commitment set forth in this contract based upon the estimated total dollar amount to be expended\*

\$\_\_\_\_\_ (3 %) of work for DVBE(s)

\*If this contract is amended and the additional work can be included in the sub-contracted work, the goals may be amended to reflect this change.

- C. Substitutions of DVBEs. Contractor must use the DVBE subcontractors and/or suppliers contained in the solicitation response to the State, unless a substitution has been preapproved in writing by the Caltrans Contract Manager. No substitutions are to be made without receipt of prior written approval from the Contract Manager. Failure to obtain approval of substitute contractors before work is performed, supplies are delivered or services are rendered may result in payment being denied by Caltrans.
- D. At a minimum, the contractor's substitution request must include:
  - 1. A written explanation of the substitution reason; and if applicable, the contractor must also include the reason a non-DVBE subcontractor is proposed for use;
  - 2. The Contractor must also include a written description of the substitute business enterprise; include their business status as a sole proprietorship, partnership, corporation or other entity, and the firm's DVBE certification status, if any;
  - 3. A written notice detailing a clearly defined portion of the work identified both as a task and as a percentage share/dollar amount of the overall contract that the substitute firm will perform.
- E. **Prior** to the approval of the prime contractor's substitution request, the **Caltrans Contract Manager** must give written notice to subcontractor being substituted by the prime contractor. A copy of the notice sent by the Caltrans Contract Manager must be sent to the Contracts Office. The notice must:
  - 1. Give the reason the prime contractor is requesting substitution of the listed subcontractor;

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2. Give the listed subcontractor five working days within which to submit written objections to the Contracts Office and copies to the contract manager;
  3. Notify the subcontractor that if a written objection is not received or received past the due date, such failure will constitute consent to the substitution; and
  4. The notice shall be served by certified or registered mail to the last known address of the listed subcontractor.
- F. If written objections are filed by the listed contractor, the Contract's Office, will render a written decision. The Contracts Office shall give written notice of at least five working days to the listed subcontractor of a hearing by the Department on the prime contractor's request for substitution.
- G. Caltrans may consent to the substitution of another subcontractor in any of the following situations:
1. When the subcontractor listed in the solicitation bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when that written contract based upon the general terms, conditions, plans and specifications for the project involved or the terms of that subcontractor's written bid is presented to the subcontractor by the prime contractor.
  2. When the listed subcontractor becomes bankrupt or insolvent, or goes out of business.
  3. When the listed subcontractor fails or refuses to perform his or her subcontract.
  4. When the listed subcontractor fails or refuses to meet the bond requirements, if any of the prime contractor.
  5. When the prime contractor demonstrates to the Department, or its duly authorized officer, that the name of the subcontractor was listed as the result of an inadvertent clerical error.
  6. When the listed subcontractor is not licensed pursuant to any applicable licensing requirement of any regulatory agency of the State of California.
  7. When the Department or the Contract Manager determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, contract requirements or that the subcontractor is substantially delaying or disrupting the progress of the work.
- H. The request for substitution and the state's approval or disapproval is not to be construed as an excuse for non-compliance with any other provision of law, including but not limited to the subletting and subcontracting fair practices act (Section 4100 et seq. Of the Public Contract Code) or any other contract requirements relating to the substitution of subcontractors. Failure to adhere to

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the DVBE participation in the performance of the contract may be cause for contract termination and recovery of damages under the rights and remedies due the state.

- I. Any DVBE firm acting/working under subcontract must be responsible for providing materials, supplies, equipment or services and must carry out its responsibility by actually performing, managing, or supervising the work involved that is normal for its business services and functions.
- J. The Contractor shall maintain records of all subcontracts entered into with DVBE sub-contractors including records of materials purchased from DVBE suppliers. Such records shall show the name and address of each DVBE subcontractor or supplier and the total dollar amount paid to each one. Upon completion of the contract, a summary of these records shall be prepared and certified correct by the Contractor or his authorized representative and the summary shall be furnished to the State's Contract Manager.

**12. Audit Review Procedures**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement shall be reviewed by the Chairperson of the Audit Review Committee (ARC). The ARC will consist of the Deputy Director, Audits & Investigations (Chairperson); Deputy Director of the functional Program area; the Chief Counsel, Legal Division, or their designated alternates; and if the Department chooses, two representatives of the Department's choosing, from private industry. The two representatives from private industry will be advisory in nature only and will not have voting rights. Additional members or their alternates may serve on the ARC.
- B. Not later than thirty (30) days after issuance of the final audit report, the Contractor may request a review by the ARC of unresolved audit issues. The request for review will be submitted in writing to the Chairperson of the ARC. The request must contain detailed information of the factors involved in the dispute as well as justifications for reversal. A meeting by the ARC will be scheduled if the Chairperson concurs that further review is warranted. After the meeting, the ARC will make recommendations to the appropriate Chief Deputy Director. The Chief Deputy Director will make the final decision for the Department. The final decision will be made within three (3) months of receipt of the notification of dispute.
- C. Neither the pendency of a dispute nor its consideration by Caltrans will excuse the contractor from full and timely performance, in accordance with the terms of this contract.

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**13. Laws to be Observed**

The Contractor shall keep fully informed of all existing and future state and federal laws and county, and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work. The contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the contractor, a subcontractor, or an employee. If any discrepancy or inconsistency is discovered in the plans, drawings, specification, or contract for the work in relation to any such law, ordinance, regulation, order, or decree, the contractor shall immediately report the same to the contract manager in writing.

**14. Specific Statutory Reference**

Any reference to certain statutes in this contract shall not relieve the contractor from the responsibility of complying with all other statutes applicable to the service, work, or rental to be furnished thereunder.

**15. Equipment Indemnification**

- A. The contractor shall indemnify the state for any claims against the state for any loss or damage to the contractor's property or equipment during its use under this contract and shall at the contractor's own expense maintain such fire, theft, liability or other insurance as deemed necessary for this protection. The contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this contract or by operations of the contractor or the contractor's employees under this contract.
- B. Any subcontract entered into as a result of this contract shall contain all of the provisions of this clause.

**16. Non-Solicitation**

The Contractor warrants, by execution of this contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling

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agencies maintained or contracted by the contractor for the purpose of securing business. For breach or violation of this warranty, the state shall have the right to annul this contract without liability, paying only for the value of the work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**17. Interfacing With Pedestrian and Vehicular Traffic**

Pursuant to the authority contained in Section 591 of the Vehicle Code, the department has determined that within such areas as are within the limits of the project and are open to public traffic, the contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. The contractor shall take all necessary precautions for safe operations of the contractor's equipment and the protection of the public from injury and damage from such property.

**18. Non-State Employees**

It is expressly agreed that all persons engaged on this work are employees of the Contractor and/or subcontractor, and that none are employees of the Department of Transportation or the State of California.

**19. Discovery of Asbestos, Lead-Based Paint, or Other Hazardous Substances/Materials**

- A. If the Contractor discovers or suspects asbestos, lead-based paint, or other known hazardous substances/materials in the area affected by the contract, the Contractor shall **STOP WORK IMMEDIATELY**. The Contractor shall verbally notify the Contract Manager of these findings immediately and confirm verbal notification in writing within 24 hours.
- B. Once notified, the Contract Manager will immediately request a site investigation and lab analysis report to determine the location(s) and percentage of asbestos material, lead-based paint or other hazardous substances/materials that are discovered or suspected to be present.
- C. Continuation of work shall not commence until the Contractor has been authorized to do so in writing, by the contract manager.
- D. Should it become necessary to cancel the work request, Contractor shall be compensated only for work in progress or actually completed to the Contract Manager's satisfaction. No payment shall be made for delay or lost profits anticipated for uncompleted work.
- E. Failure to notify the Contract Manager of the discovery of asbestos, lead-based paint or other hazardous substances/materials may result in immediate

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cancellation of the contract and legal liability to the Contractor for all actual damages resulting.

- F. Asbestos abatement work shall only be performed by a licensed asbestos abatement contractor certified by the Contractors State Licensing Board and currently registered with the Department of Industrial Relations, Division of Occupational Health and Safety.
- G. Lead-based paint abatement work shall only be performed by a certified contractor pursuant to Title 17 of the California Code of Regulations, Section 35001.

**20. Liability Insurance Provisions**

- A. Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- B. The Insurance policy shall contain a provision that states that coverage will not be cancelled without 30 days prior written notice to the State.
- C. Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. This new insurance must still meet the terms of this Agreement.
- D. In the event contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of the Agreement.
- E. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the State.
- F. The State will not be responsible for any premiums or assessments on the policy.
  - 1. Commercial General Liability
    - a) \$1,000,000 for each occurrence (combined single limit for bodily injury and property damage);
    - b) \$2,000,000 aggregate for products-completed operations;
    - c) \$2,000,000 general aggregate. This general aggregate limit shall apply separately to the Contractor's work under this Agreement.
    - d) \$5,000,000 umbrella or excess liability. The umbrella or excess policy shall include products liability completed operations coverage. The umbrella or excess policy shall contain a clause stating that it takes effect in the event the primary limits are impaired or exhausted.
    - e) The State of California, its officers, agents, employees, and servants shall be included as additional insured, but only with respect to work performed for

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the State of California under this Agreement. The insurance carrier should provide an endorsement for the additional insured statement.

**2. Automobile Liability**

a.) Contractor shall maintain motor vehicle liability with limits of not less than **\$1,000,000.00** per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

b.) The State of California, its officers, agents, employees, and servants shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement. The insurance carrier should provide an endorsement for the additional insured statement.

**3. Workers' Compensation/Employer's Liability**

Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement, including special coverage extensions where applicable. Employer's liability limits of **\$1,000,000** per incident shall be required.

**21. Force Majeure**

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

**Service Contract No. 03A1362**

Date:

**TASK ORDER No.**

**POSITIVE LOCATION AUTHORIZATION WORK REQUEST**

Expense Authorization	Notice to Owner	Utility Owner	Facility	Co/Rte/PM (30 Mile Max)	# & Type of Positive Loc.	Estimated Cost

**Remarks:**

- Contact Cal-Trans Project Engineer, at ( ) Utility Company's Representatives, at ( ) and Utility Coordinator, Brian Goldman at (530) 741-7145, 72 hours prior to start of initial work and 24 hours prior to subsequent restarts when your work schedule is interrupted.
- Engineering or Surveys will provide the CT survey requirements.
- **If additional work is required than originally estimated, except for A2, contact the Contract Manager, for authorization.**
- Traffic Control is required. Please comply with the Manual of Traffic Controls for Construction and Maintenance and contact District 3 TMC at (916) 859-7917. If Lane Closure is required, please contact DTM at (916) 859-7900 and coordinate with the Project Engineer. Lane Closure requires seven (7) days advanced Public Notification by DTM.

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Methods of Positive Location: Quantity

Category A1 – Vacuum – First 6 feet (Includes Elec. Det.)	@ \$ _____/Per Hole	=	\$
Category A2 – More than 6 feet	@ \$ _____/Per Foot	=	\$
Category B – Probing	@ \$ _____/Per Hole	=	\$
Category C. – Electronic Detection	@ \$ _____/Per Hole	=	\$
Category D – Lane Closure	@ \$ _____/Per Day	=	\$
Category E – Special Provisions	@ \$ _____ Actual Cost	=	\$

(City/County Encroachment Permit, Additional Railroad Insurance , Railroad Flagger & Permits , Traffic Control Sign Board, Overtime, Police Time, Backhoe, All Backfill & Site Restoration)

**TOTAL AUTHORIZED AMOUNT** \$

\_\_\_\_\_  
BRIAN GOLDMAN  
Contract Manager  
(530) 741-7145  
(530) 741-4490 – Fax

P&M Funding \_\_\_\_\_  
Initial \_\_\_\_\_